

Green Rock Apartments LLC

P.O. Box 130876 • Saint Paul, MN 55113
(612) 372-5048



1. PARTIES ON LEASE AND TERMS OF LEASE

1.1 TERMS

This lease made on <<Lease Creation Date>> between Green Rock Apartments, LLC and <<Tenants (Financially Responsible)>>, Tenant(s). Green Rock Apartments, LLC, is authorized to manage this premises. Green Rock Apartments LLC is also authorized to accept service of process and receive and give receipt for notices and demands. Process may be served and notices and demands given to Dale Howey at 1031 S Washington Ave Minneapolis, MN 55415. Number occupying unit is Number of Adults adult(s) and Number of Children child(ren). The leased premises are described as <<Property Address>>unit # <<Unit Name>> situated in the city of Minneapolis, County of Hennepin, and state of Minnesota to be occupied as a residence for the term of <<Lease Term (Months)>> month(s), from <<Lease Start Date>> to <<Lease End Date>>. Tenant shall pay to owner without demand as rent <<Monthly Rent>> for the leased premises for the period specified. Tenant is assigned parking space #Parking Space Number \$Parking space Rent per month; Tenant will pay an additional \$Pet rent to house pet per Administration section: 2.3.<<Pet Information>> Tenant is assigned storage space #Storage Space Number at \$Storage space rent per month, as described in Administration section Use 2.21 (Residential Use); all of which are due and payable with the rent per section Administration, Rent Payment and All Correspondence.

In total, Tenant’s monthly payment is:<<Monthly Charges>>

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. ADMINISTRATION

2.1 RENT PAYMENT AND ALL CORRESPONDENCE

Rent payments must be made utilizing your Appfolio tenants portal electronically . Debit and Credit cards will have an added fee. No other forms of payment will be accepted unless special arrangements are made with management.

Payments location may change by owner in writing 10 days before payment is due. Acceptance by Landlord of less than the full amount of rent and any other amounts due from Tenant does not waive Landlord’s right to file an eviction action for nonpayment of the balance of owed amounts and/or to pursue any other legal rights and remedies. Acceptance of rent or other amounts due from Tenant does not waive Landlord’s right to evict Tenant for past or existing violations of any term of the Lease.

Rent is due on the first with late payments accruing thereafter per late rent policy as follows: Late fee assessed on the 4th of 50\$, with \$10 dollars per day thereafter up to \$150 Maximum penalty for non-payment of rent unless otherwise arranged with the management.

Whole Rent: Each tenant acknowledges responsibility for the rent in whole. Failure by one tenant to pay rent does not release the others from paying the whole portion of the rent.

Checks will be charged a \$5 dollar processing fee.

2.2 SECURITY DEPOSIT AND DAMAGES

SECURITY DEPOSIT & DAMAGES

Security Deposit Due \$<<Security Deposit Charges>>, Pet Deposit Due \$Pet Deposit.

1. Tenant shall pay the above Security Deposit at the making of this agreement against damages to the premises and against failure of tenant to pay any monies due to Landlord.
2. Tenant may not use the deposit as rent.
3. WITHHOLDINGS: Landlord may withhold from the deposit the amount necessary to (a) Remedy tenant defaults in the payment

of rent or other funds due the landlord according to this agreement, and (b) to restore the premises to their condition at the beginning of the tenancy. A \$250 cleaning fee can be withheld for cleaning the apartment between tenants if landlord deems additional cleaning is required, and any monies not utilized for cleaning will be refunded.

4. MN Statute 504B.178: Within 21 days after the tenancy ends, when Tenant has delivered the keys to the owner, and left a forwarding address in writing at the business address at the top of this form, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why.

5. ESTABLISHING CONDITION:

i. Upon entering into this agreement, the Tenant must arrange a mutually agreeable time to meet with the Landlord and inspect the Premises, complete an inspection within Appfolio Software. Upon inspection, work orders will be created to attend to any remaining repairs or cleaning. If Tenant does not comply with this process, the condition of the Premises is assumed to be perfect condition and no cleaning or repairs are necessary. The Tenant is expected to leave the apartment in its condition after this process, or better.

ii. At the end of tenancy to assess the condition of the unit, the Tenant must arrange a mutually agreeable time to meet with the Landlord to complete a second inspection within Appfolio Software, and return all keys and garage door opener (if applicable). The meeting must be arranged upon at least one week prior to the vacate date. Changing the meeting date/time within 72 hours of the originally agreed upon inspection appointment will result in a \$300.00 penalty fee. Deposit will be withheld until the inspection is complete and owner has received a forwarding address, and all keys.

6. DAMAGES: The deposit is for compensation for damage to the leased premises that is discovered at the end of tenancy, and for damage to or loss of appliances and fixtures therein, which the tenant as an individual or persons under his/her direction or control, or guest or visitor caused by a willful, malicious, or irresponsible conduct.

1. 1. Damages caused by tenant requiring repair will be paid immediately by the tenant or on their next rental payment per the billing generated by the owner or agency providing the repair.
2. Floors: Tenant is responsible for any damage to any floors. Damage would be any scratches, burns, indentations or marks left by tenant or their guests.
3. Normal wear and tear is defined in this lease as a gradual deterioration of surfaces that are used in a normal traffic manner by tenants. Scratches, holes, indentations, excess nail holes in wood and wall surfaces, excess dirt on floor surfaces and the resultant damage to floor, yellowing of walls from any smoke, cooking with grease or burning food, are not considered normal wear and tear and will be charged to the deposit as resurfacing charges.

2.3 ANIMALS

Tenants must disclose **any animals** that will be living in the unit to management staff prior to move in. This includes any type of assistance animal (service animals and emotional support animals). We also require that:

+ For service animals tenants disclose, 1) whether or not the animal is trained and 2) what the animal is trained to do.

+ For emotional support animals (ESA), tenants provide a letter from their licensed physician, psychiatrist, social worker, or other mental health professional stating the necessity of each animal as their emotional support animal in order to help alleviate symptoms.

Animals are NOT allowed on the premises, without the explicit written authorization from the owner irregardless of status. Unauthorized animals on the premises are a violation of the lease.

Pet Addendum: Pet BreedWeightAge

1. **NO un-spayed or unneutered pets are allowed on the premises. Documentation must be presented to owner or available at owners request to support neuter or spay procedure.**
2. **All animal (including pet, service animal, emotional support animal) noises shall be confined to unit. Barking or other animal noise is a disruption to other tenants and complaints from others will be considered a lease violation with a \$100 charge.**
3. **For dogs,**

i) **tenant must display a bark collar or bark discouragement device to inhibit excessive barking when owner is not present.**

ii) **have a kennel for the dog to be kept in while maintenance is in unit to perform requested or necessary repairs, or sequestered to a room out of the way of maintenance.**

iii) **Animal has to be taken off the premises for urination and defecation purposes and use compostable bags (provided upon request).**

iv) **dogs must be kept on leash when not in the unit (in any common spaces and in the yard) in accordance with Minneapolis ordinance: "64.80. - Leashing and tethering.**

(a) **No person having the custody or control of any dog or animal of the dog kind shall permit the dog to be on any unfenced area or**

lot abutting upon a street, alley, public park, public place, or upon any private land without being effectively restrained from moving beyond such unfenced area or lot; nor shall any person having the custody or control of any dog or animal of the dog kind permit the dog at any time to be on any street, alley, public park, school ground, or public place without being effectively restrained by chain or leash, except in areas officially designated for off leash activities."

v) Any animal that engages in any unprovoked behavior that requires a defensive action by any person to prevent bodily harm when the person and the animal are on public or private property must be removed from the premises immediately or will be considered a breach of your lease.

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2.4 UTILITIES

Utilities arranged for and paid by tenant:

- Electric
- Gas
- Water
- Garbage
- WIFI

Utilities arranged for and paid by landlord:

- Electric
- Gas
- Water
- Garbage
- WIFI (Wi Fi wireless is provided-If tenant equipment interferes with signal, Wi Fi privileges will be revoked)

Xcel Energy (800) 895 4999 Managing electric utility

Center Point Gas Utility (612) 372 4727 Managing Gas Utility

Please note that the internet provided by the landlord may have interruptions during high volume use and that continuous 24/7 service can not be guaranteed. If internet quality does not meet needs, tenants are free to purchase their own internet connection.

Tenant may not waste utilities provided by the landlord. Waste includes but is not limited to car washing, leaving leaks unreported in the plumbing or leaving water running. Tenant may also be held responsible for higher than normal utility bills. If the tenant fails to pay any utilities, landlord reserves the right to pay said utilities and deduct them from the security deposit or bill as rent. Landlord reserves the right to charge an administrative costs up to \$50 for arranging tenant utilities or managing payments.

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2.5 MAINTENANCE REQUESTS

Emergencies are instances in which the tenant or building may be physically harmed, i.e. no heat in the winter, water leaking outside of fixtures such as on the floor or through the roof, and broken windows in winter. In case of a maintenance emergency, the tenant is responsible for contacting the Management Office at (612) 372-5048 and the Owner's cell phone at (612) 327-8138, and an appropriate agency or repair person to notify of such an emergency. The tenant must attempt to call the owner first and leave a message.

Approved vendors for appropriate emergency related items:

Central Lock and Safe (612) 788 9024 For lockouts and lock issues

Alto Sewer	(612) 822 5345	Clogs
Warner Stellian Appliance Repair	(612) 823 2544	For appliance repairs
Evolution Electric	(612) 991 1123	For electrical repair
Center Point Plumbing	(763) 843 3431	Plumbing repairs

1. If non-emergency requests should be directed to:

1. The maintenance request feature in your tenant portal
 2. If you do not have access to internet you may call the office (612) 372-5048
2. Repairs and Improvements: Tenants are aware that repairs and /or improvements are to be made to the premises and the landlord will make a reasonable attempt to accommodate tenant’s wishes for enjoyment of the premises, however, no compensation or rent reduction will be given at any time for loss of enjoyment to the premises as a result of repair activities. Tenant will not unreasonably withhold access to the premises to prevent such repair.

2.6 BILLABLE ITEMS

1. Lost keys: \$100 (charge payable next rental cycle)
2. Lock-out (where Landlord must let Tenant into apartment): \$100
3. Plumbing repair due to tenant misuse: \$100 or actually cost for services required(i.e. food clogged in pipes, clogged toilettes, and any clogs due to tampons, sanitary pads, coffee grounds, or other non-dissolvable items Clogs resulting from these items are considered Tenant negligence and Tenants will be billed accordingly.)
4. Damaged or inoperable smoke or carbon monoxide detectors: \$75. Please test detectors on a regular basis to ensure proper function and report defects immediately to avoid charge.

2.7 RENTERS INSURANCE

Tenants understand that their belongings are not insured under any circumstances, and they must carry their own renters insurance. Auto policies typically ad this at a nominal fee.

2.8 MOVING OUT OR HOLDING OVER

TWO FULL MONTHS written notice must be given by the Tenant(s) if the Tenant(s) desire to vacate and terminate the lease on the last day of the lease and/or if they intend to utilize section D. of this lease. If the Tenant(s) do not give the TWO FULL MONTHS written notice to vacate to be effective with the last day of the lease, the lease will renew for the 12 months. A TWO FULL MONTHS written notice must be given by the Landlord if the Landlord wants to terminate the lease effective with the last day of the lease, otherwise the lease will renew for the 12 months. A TWO FULL MONTHS written notice must be given by the Landlord if the Landlord is making any changes to the rental rate or terms of the lease. Tenant(s) are financially liable for the full lease period in all cases, and must move out no later than 12PM (noon) on the ending date. 75 dollars per hour will be charged for occupying the space past noon on the last day of the lease.

2.9 EARLY TERMINATION

If tenant wishes to terminate lease and abandon premises prior to the end of this Lease, tenant must compensate Landlord with an additional two months’ rent, paid in full without demand at time of notice, and forfeit entire security deposit. This “buy-out” payment would be in addition to due payment for all months Tenant occupies the premises, and is only an option with owner’s consent. In lieu of deduction from security deposit, Tenant will be billed directly for any cleaning and/or repair costs incurred at time of move-out.

2.10 MONTH-TO-MONTH NOTIFICATIONS

If this Lease is or becomes month-to-month, TWO FULL MONTHS written notice is required by Landlord or Tenant to end the Lease. The two month notice to vacate must be received on or before the last day of a month. For example, to end a month-to-month lease on April 30, the notice must be received on February 28 or earlier.

Month-to-month leases may not be terminated between October 1st and March 31st. Tenants vacating between October 1st and March 31st will result in loss of security deposit and will be held financially liable for the period through March 31st.

2.11 MISREPRESENTATIONS

1. This Lease is void if any materially false statements are made by either Landlord or Tenant to the other that induces the signing of the Lease.
2. This lease is void unless a Landlord approved application is on file for each adult Tenant listed on the lease.

2.12 NON DELIVERY OF POSSESSION

In the event the landlord cannot deliver possession of premises to the tenant upon commencement of the lease term, through no fault of his own or his agents, Landlord and his agents shall have no liability under this lease due to failure to deliver the premises. In such event, rent shall be reduced on a pro-rated basis with tenant responsible for payment of rent due beginning on the date the premises are made available for delivery. Landlord or his agents have 30 days in which to make premises available for possession. At such time as premises come available, tenant agrees to accept premises and pay rent as agreed upon in this lease. In the event the premises cannot be delivered within such time, through no fault of landlord his agents, then this lease and all rights hereunder shall terminate immediately. Upon expiration of the 30 day period, if the premises have not been delivered to tenant, landlord and tenant agree to execute a lease termination agreement and landlord shall return full deposit to tenant.

2.13 BREACH OF LEASE (RE-ENTRY CLAUSE)

If Tenant materially breaches this Lease, Landlord may:

1. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).
2. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action). Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
3. Bring an eviction action immediately (unlawful detainer action).

2.14 TENANT'S CONTACT INFORMATION

Tenant shall give Landlord the Tenant's email address, mobile phone and/or home phone number within two days after service is started or the phone number has changed. The owner will use email and/or mobile text messages for notifications. Please update these when changed and direct Landlord on which is preferred. Any charges for communications via text messaging are Tenant's responsibility.

2.15 ORAL AGREEMENTS

No oral agreements are binding between landlord and tenant. All communications regarding repairs, maintenance or any other business must be addressed in writing to the above mentioned business address, or email. Text messages do not qualify as written agreements.

2.16 RIGHT OF ENTRY AND INSPECTION BY THE OWNER OR HIS AGENT

The landlord and/or his agent have the right of entry to the unit at any reasonable time of the day with a four hour notice for the purpose of:

1. Inspecting the premises for sanitary condition, damage, and/or repairs needed to comply with applicable state and local law.
2. Making repairs to comply with applicable state and local laws.

The landlord and/or his agent have the right of entry to the unit at any reasonable time of the day with a 24 hour notice for the purpose of:

1. Exhibiting the dwelling unit to prospective tenants, purchaser, or mortgages.

2.17 GARBAGE AND SANITATION

Keep house in sanitary condition including upkeep of garbage removal to the city curb as specified by the applicable city for pickup. Any extra charges related to garbage pickup will be billed to tenant. Kitchen facilities are to be kept in a clean and sanitary condition at all times to prevent pest infestations. Any costs for pest infestations will be billed to the tenant if tenant is negligent in keeping unit in sanitary condition.

Sanitary condition defined is where the apartment is kept free of debris, dirt and cleaned with appropriate non abrasive cleanser and water thoroughly on a weekly basis. Walls in kitchen must be cleaned from cooking fumes and residue with degreaser as necessary. If there is carpet in your apartment, you must own a vacuum.

Keep exterior free from debris such as hobby materials, garbage, cigarette butts, car parts, etc.

2.18 PARKING

Owner Towing: The owner will tow without warning from provided parking areas; guests parked in off-street parking, vehicles under repair, any non-operational or derelict cars, any cars in areas un-designated for parking or blocking designated parking areas. The owner may also tow during a snowfall if a request to move cars was sent out with a tow warning (please arrange for someone to be able to move your vehicle if you are out of town).

Tenant Towing: Tenants renting parking spaces may also tow from their assigned spot but must have their lease on hand to show the towing company and if the car parked in their spot has a Green Rock Apartments permit tag visible they must call Green Rock management and get approval before towing. Our towing company is - Cedar Towing (612) 721-6645.

Idling Vehicles: We do have a ventilation system to remove toxic fumes created by idling however, as an additional precaution we do not allow vehicle idling in the garage. Idling anywhere in Minneapolis for more than 2 minutes without operating the vehicle is a misdemeanor violation of city code in Minneapolis. Please consider Global warming in your use of fossil fuels.

Snow Plowing and Shoveling: The parking lot will be plowed in the center and the driveway at the discretion of the contracted vendor. Lots will be plowed immediately after a snow fall or early the following morning after a nighttime snowfall. The following day of a snowfall and tenants must have their cars removed and their spot accessible. Tenants are responsible for shoveling exterior walkways from snow and providing and applying ice remover as needed. (Shovels and salt will be at the entry of each building. Notify management immediately if not present).

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2.19 SUBLETTING

No other persons may live at the stated residence except those listed on the lease agreement. Subletting is defined as, letting someone who is not authorized explicitly in writing by the landlord, or who is not listed on the lease agreement, to reside at the premises. Air B and B agreements, or any person staying or having access to premises without supervision by tenant will be considered Subletting and will be grounds for an evictions action. Additional names on mailbox, additional beds of any kind set up in apartment, or additional occupants, will be charged an additional \$100 per occurrence, per month and will be charged as additional rent. No additional keys will be given out without drivers license and deposit of person using keys. Additional persons taking care of your apartment while you are away will need a photo i.d. on file.

2.20 PARTIES AND NUMBER OF GUESTS

The maximum number of guests allowed on the premises is FOUR. No loud parties. Any police calls for any reason concerning neighbor complaints about noise or disturbance will be grounds for an evictions action. The number of guests allowed in your apartment at one time is a guideline to ensure a quiet & welcoming environment for all tenants. Do not hesitate to call the police and/or owner if another tenant's gathering becomes loud and disruptive. These types of gatherings are a breach of your lease agreement.

2.21 RESIDENTIAL USE

The premises are for residential purposes only and not for any business use.

Dangerous materials: No quantities of dangerous, flammable or explosive materials or items may be kept on the premises. No open fire within 15 feet of the units is permitted.

2.22 SECURITY BUILDING

If there are 2 or more units, no person who is not on the lease is authorized to have the keys in their possession without prior written consent from the owner, a completed application on file, and application fee/key deposit paid in full; no person who is not on the lease can allow access to others who are also not on the lease. Doing so poses a danger to the other tenants and/or their belongings.

2.23 ALTERATIONS OR IMPROVEMENTS

The tenant shall make no improvements or alterations to the premises without the explicit written authorization by the landlord.

Window dressings: Unless provided by owner, all window shades need to be approved by owner prior to installation.

2.24 BEHAVIORAL CLAUSE

1. Tenant shall not act in a way to disrupt the peace and livability of the neighborhood. Doing impact workouts above a neighbor, honking car horns, fighting, shouting obscenities at neighbors and others, leaving garbage around premises, constant traffic at the place of residence are all disruptive to the peace of the neighborhood and may be grounds for termination of the lease agreement. Any police calls to the premises may be grounds for termination of the lease if the incident involves a disturbance caused by tenant and/or a person associated with tenant.
2. SMOKE FREE PREMISES: Smoking and vaping is not permitted on the property (IN or AROUND the building). This goes for both tenants and their guests. In the event that the tenant is found smoking on the premises, the owner has the right to file an immediate evictions action and remove the tenant from the premises. Any damage caused by smoking, candle burning, or burning of any materials including food, incense, etc. which includes but is not limited to lingering odors, yellowing of wall, cigarette burns or cigarette butts around the premises will be charged to the deposit. No open flames or burning of items of any kind allowed on premises in or around buildings. Areas designated for barbecuing / Out door grilling are the exception.
3. No loitering around the premises. Loitering is defined as remaining around the premises with no intent or purpose. No gatherings of guests outside of the premises in buildings with more than 2 units.
4. All noise must be confined to your unit. This includes but is not limited to raised voices, entertainment systems, and music. Please be aware that base tones carry easily through walls and can disrupt the livability of the premises by disturbing other tenants.
5. Absolutely no one is allowed on any roof surfaces. Considerable damage can occur to the roof surface as well as the liability to the owner.
6. Tenant may not shut off apartment heat when outside temperatures fall below 40 degrees F.
7. No waterbeds
8. Personal items must be stored within the unit or in assigned storage lockers, they may not be stored in public spaces, communal spaces, parking spaces, or balconies.
9. COVENANT TO NOT ALLOW UNLAWFUL ACTIVITIES:

MN STAT. 504B.171, In every lease or license of residential premises, whether in writing or verbal, the landlord or licensor and the tenant or licensee covenant that:

1. neither will:
 1. unlawfully allow controlled substances in those premises or in the common area and curtilage of the premises;
 2. allow prostitution or prostitution-related activity as defined in section 617.80, subdivision 4, to occur on the premises or in the common area and curtilage of the premises;
 3. allow the unlawful use or possession of a firearm in violation of section 609.66, subdivision 1a, 609.67, or 624.713, on the premises or in the common area and curtilage of the premises; or
 4. allow stolen property or property obtained by robbery in those premises or in the common area and curtilage of the premises.

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2.25 GENERAL CARE INSTRUCTIONS

1. Closing windows: When closing the window, be sure the lock is still in the unlocked position. Look on the side of the window to ensure that the lock is aligned properly. Merely closing the window allows for drafts, heat or cold loss and the acceleration of GLOBAL WARMING. Closing the window when the lock is in the locked position will, at a minimum, result in the window not closing completely & properly. Repeatedly doing this will result in the lock being broken.
2. Drainage pipe care: If you have a dishwasher, run your disposal with cold water after running your dishwasher. When your dishwasher runs, it drains through your garbage disposal. Flushing your disposal with water after a washing cycle will clear your garbage disposal of any debris, keeping your drain clear. Rinse your dishes of all debris before placing in the dishwasher. Tenant may not run the dishwasher when not home due to potential water damage from a faulty dishwasher or drain clog.
3. Garbage disposal care: If you have a garbage disposal, run cold water at least once a week to ensure it does not stick or food waste

collect in unit. Do not pack items under sink! It must remain clear to check for water leaks and so as not to dislodge piping below sink.

4. **Water leaks:** If one of your sinks, the toilet, or your water heater (if applicable) has a water leak, please take the following steps: 1) shut off the water supply via the water shut off valves under or near the sink, toilet, or water heater to avoid excess water loss and damage, 2) call the owner or his assigned agent until reached to fix the problem or any other professional repair service if an emergency and the owner cannot be found.
5. **Exit doors:** Please be aware when entering and exiting the building that all doors close securely behind you. For the safety of all tenants, please be conscientious about closing all doors. This will also keep our heating and cooling costs at a minimum.
6. **Refrigerator/freezer care:** To keep your refrigerator running as efficiently as possible, please follow these guidelines:
 1. Keep tall items away from the vent in the refrigerator, so as to not block the air flow.
 2. Keep the vent in the freezer free from items.
 3. Keep a little room in the front of the freezer so that the air can circulate.
 4. Both controls in the refrigerator and freezer should be set at a medium temperature. If an adjustment is needed, only adjust the refrigerator control. Once the adjustment is made, wait 24 hours for the change to take effect before adjusting again.
7. **Mice:** When the weather turns cold, mice may come into the building. It is virtually impossible to keep this from happening. If you see a mouse or signs of mice, please alert the owner immediately and take steps to alleviate the problem. Owner will provide traps upon request. Please ensure that all food AND PET FOOD is in sealed containers and your garbage is taken out at least every other day to prevent attracting pests.

2.26 ADDITIONAL POLICIES

The owner may add any policies necessary without consent from the Tenant which will become part of this lease immediately on notification to the Tenants by mail or in person in order to protect the Premises from harm or to clarify, enforce or modify any of the above provisions, within reason. Any material alterations to this agreement must be in writing and signed by both parties.

2.27 LEAD DISCLOSURE:

Your building was constructed before 1978 and therefore could contain lead based products in paint residue or dust from wear.

- Applies
- n/a

2.28 INFRINGEMENT FINE

Any infringement of the policies described above regarding building use and behavior will result in a \$100 penalty fee for each occurrence. Repeat infringements will result in an evictions action.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed