

CAMBRIDGE ECONOMIC DEVELOPMENT AUTHORITY

PUBLIC HOUSING LEASE BRIDGE PARK APARTMENTS

RESIDENT (s):
Dependents(s): NA

MANAGEMENT: Cambridge Economic Development Authority

STREET ADDRESS OR PREMISES (“Apartment”). 121 S Fern Street #
Cambridge, MN 55008

APARTMENT#: **DURATION OF LEASE:** (Enter number of months).

STARTING DATE OF LEASE:

DATE THIS LEASE ENDS-12 NOON ON:

NOTICE PERIOD: (The NOTICE PERIOD is two full months unless this Lease states a different notice period.): 2 FULL MONTHS PRIOR TO THE 1st OF THE MONTH.

MONTHLY APARTMENT RENT DUE ON 1st OF THE MONTH: \$

SERVICE CHARGE: \$20 AFTER THE 5TH OF THE MONTH.

OTHER MONTHLY RENT CHARGES (e.g., freezer, cable, head bolt heater). Cable \$43.00 – If cable increases its rates prior to your lease ending – you will be given notice regarding the increase for your cable.

TOTAL MONTHLY RENT: \$ **SECURITY DEPOSIT: \$950.00**

(The following is required by Minnesota Statutes, Section 504b.181)

Authorized Manager of Apartment: Cambridge Economic Development Authority

Address: 121 S Fern Street. Cambridge, MN 55008

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demand is:

**Cambridge Economic Development Authority
121 S Fern Street. Cambridge, MN 55008**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are Cambridge Economic Development Authority, referred to as Landlord, and, the occupying family, referred to as the tenant. The Landlord leases to the tenant the premises located at:
121 South Fern Street, Apartment #.

The premises leased are for the exclusive use and occupancy of the tenant and the tenant's household consisting of the following named persons who will live in the dwelling unit:

Any additions to the household members listed above require the advance written approval of the Landlord and must be reported to the landlord within 10 days. This includes live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

Tenant agrees to wait for the Landlord's approval before allowing additional persons to move into the dwelling unit. Failure on the part of the tenant to comply with this provision is a serious violation of the material terms of the lease and may result in termination of the lease.

2. **LEASE TERM:** This Lease shall begin 10/10/2017. The term shall be one year and shall renew automatically for a month to month lease, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Tenant shall pay monthly rent of **\$00.** If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$.00 plus \$.00 for cable for a total due of \$.00. This rent is based on the Authority-determined flat rent for this unit. _____. This rent is based on the income _X_ and other information reported by the tenant.
Income (Check one)

Families may change rent calculation methods at any recertification. Households who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the household's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Cambridge Economic Development Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. If tenant fails to make the rent payment by the fifth day of the month, a notice to vacate will be issued to the tenant. A \$20 late charge to cover the added costs of a rent received after the fifth day of the month whichever is greater after the fifth day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$25 returned check fee will be charged. **Cash payments will not be accepted.**

In the event legal proceedings are required to recover possession of the premises, the tenant will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The tenant will pay the amount of \$950.00 to the Landlord as a Security Deposit (3 month increments) With the approval of the Landlord, the Security Deposit may be made in three payments -- one third in advance, one third with their second rent payment, and one third with their third rent payment. The Landlord will hold this security deposit for the period the tenant occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the tenant is living in the dwelling unit.

Within 21 days after the tenant has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit.

The Landlord shall provide the tenant with a written list of any charges made against the Security Deposit. If the tenant disagrees with the amounts deducted, the Landlord will meet with the tenant to discuss the charges.

5. **OCCUPANCY:** The tenant shall use the premises as a private dwelling for himself or herself and the person named in of this Lease and shall not permit its use for any other purpose without the written permission of the Landlord.

The tenant shall not:

- a. permit any persons other than those listed above to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. permit any member of the household, a guest, or another person under the tenant's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;

- f. permit any member of the household, a guest, or another person under the tenant's control to engage in any violent or drug-related criminal activity on or off the premises.
- g. have pets or animals of any kind in the dwelling unit without the prior execution of a lease addendum with the landlord permitting pets.
- h. be absent from the unit for more than fourteen (14) consecutive days without receiving the authorization of the landlord.
- i. display, use, or possess or allow members of the tenant's household or guest to display, use, or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Minnesota anywhere on the property of the Economic Development Authority.
- j. act uncooperative manner with neighbors and landlord's employees. Act or speak in abusive or threatening manner toward neighbors or landlord's employees.
- k. smoke anywhere in the building. **Smoking is not allowed in individual apartments including e-cigarettes.** (The Board adopted a no smoking policy on December 5, 2005. This policy change is in accordance with State and Federal Laws allowing no smoking regulations in apartments). **If tenant or tenants guest(s) is found smoking in their apartment, termination of lease will be immediate, no warnings**

With the written permission of the Landlord, the tenant can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses.

The tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the tenant's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the tenant's family.

- 6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the tenant acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the tenant and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the tenant notifies the Landlord of his or her intent to vacate, the Landlord shall advise the tenant of their opportunity to participate in the move-out inspection.

- 7. **UTILITIES:** The Landlord shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

LANDLORD PAID UTILITES	
Heat	Cooking Fuel
Electricity	Hot water
Water/Sewer	Trash

EXCESS UTILITY SURCHARGES & CABLE TV SERVICE: In addition to monthly rent, the tenant shall pay the amounts for excess utility consumption of tenant furnished major appliances listed below.

ITEM	AMOUNT TENANT PAYS
Food Freezers	\$ 2.00 per month
Headbolt Heater	\$ 15.00 per December, Jan., February
Cable TV	\$ 43.00 per month.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the tenant and use the verified information to establish the amount of the tenant's rent for the next year. At the time of the annual review, the landlord shall advise the tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for tenants choosing the flat rent option. Tenants who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the tenant may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the tenant is reporting no income and tenant has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the tenant may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Tenants paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the tenant does not agree with the determination of tenant rent, the tenant may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Tenants must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.
- c. Any increase in annual income (for tenants paying rent based on their income).

In addition, tenants paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go to school;
- c. handicapped assistance expenses, which enable a family member to work;
- d. medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a tenant's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the tenant to determine if a decrease in the rent is warranted.

If the tenant receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the tenant written notice of any change in the tenant's rent. The notice shall be signed by the Landlord, state

the new amount the tenant is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the tenant reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
- b. Rent Increases: The Landlord shall process rent increases so that the tenant is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the tenant elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY**: Tenants who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Tenant does not submit rent review information by the date specified in the Landlord's request; or
- b. Tenant submits false information at admission or at annual, special, or interim review.

Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE**:

The Tenant Agrees To:

- a. keep the dwelling unit and any other areas assigned for the tenant's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;

- h. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the tenant, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The damage and service charge schedule is posted in the Landlord's office. If the item is not listed on the schedule, the tenant shall be charged the actual cost the Landlord incurred.
- j. promptly notify the Landlord of known need for repairs to the dwelling unit, and or known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the building. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute any damage that occurs.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the tenant; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The tenant shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the tenant, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the tenant.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the tenant rejects the alternative accommodations or if the tenant, tenant's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The tenant shall not do any of the following without first obtaining the Landlord's written permission:
- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
 - b. paint or install wallpaper or contact paper in the dwelling unit;
 - c. no nails or screws used to attach an item may be hammered into the entry door;
 - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
 - e. attach any shelves or other permanent improvements in the dwelling unit;
 - f. install or alter carpeting, resurface floors or alter woodwork;
 - g. install washing machines, dish washers, dryers, fans, or heaters in the dwelling unit;
 - h. place any aerials, antennas or other electrical connections on the dwelling unit;
 - i. install additional or different locks on any doors or windows of the dwelling unit; or
 - j. operate a business as an incidental use in the dwelling unit.
14. **ACCESS BY LANDLORD:** The Landlord shall provide twenty four hour (24) verbal/ written advance notice to the tenant of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The tenant shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

Landlord may enter individual apartments without advance notice when there is reasonable cause to believe an emergency exists or for the purpose of verification of compliance with the smoking restrictions. No prior notice is necessary where Landlord has reason to believe the restrictions are being violated. Entry for inspection is deemed to be a reasonable business purpose under Minn. Stat. 504B.211, subd. 3(6)."

When the Tenant calls to request maintenance on the unit, the Landlord shall attempt to provide such maintenance at a time convenient to the Tenant. If the Tenant is absent from the dwelling unit when the Landlord comes to perform maintenance, the Tenant's request for maintenance shall constitute permission to enter.

15. **SIZE OF DWELLING:** The tenant understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) It is the PHAs discretion to consider transfer request from tenants. The types of requests which the Cambridge EDA will consider are as follows:

1. When a transfer is needed to alleviate verified medical problems of serious or life-threatening nature.

2. When there has been a verified threat of physical harm or criminal activity. Such circumstances would be at the PHA's discretion, including an assessment by law enforcement indication that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, sexual assault or stalking.

3. When a family request a transfer as a reasonable accommodation Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features.

Current ACOP Policy states that tenants requesting to transfer to a larger size unit will be denied for a period of two years from the date of admission, unless it is needed to provide a reasonable accommodation. Additionally, when a transfer is at the request of the family, it will not be approved unless the family is in good standing with the Cambridge Economic Development Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority and must pass a housekeeping inspection.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the tenant has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the tenants;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the authority;
- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a tenant is a registered sex offender;
- t. is smoking in their apartment (no warnings) or
- u. any other good cause.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the tenant shall be given written notice of the proposed termination, as listed below:

- a. found smoking in your apartment (immediate termination)
- b. for failure to pay rent, at least fourteen (14) days;
- c. for creation or maintenance of a threat to health or safety of other tenants or Landlord's employees, a reasonable time based on the urgency of the situation; or
- d. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the tenant or to an adult member of the tenant's family residing in the dwelling unit, or sent to the tenant by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the tenant to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the tenant of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY RESIDENT:** The tenant shall give the Landlord 60 day written notice prior to the first of a month before moving from the dwelling unit. Tenant must move out no later than 12:00 noon on the ending date. If the tenant does not give the full notice, the tenant shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.
19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the tenant, or if there is more than one tenant, upon the death of all tenants, either the Landlord or the personal representative of the tenant's estate may terminate this Lease upon 60 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the tenant's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the tenant's occupancy, normal wear and tear excepted.

If during the term of this Lease the tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the tenant to comply with the Lease; then action shall be taken. The Landlord will assist the tenant or designated member(s) of the tenant's family to move the tenant to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the tenant moving from the unit.

20. **PROPERTY ABANDONMENT:** If a tenant abandons the dwelling unit, the Landlord shall take possession of the tenant's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a tenant has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the tenant for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the tenant all these costs.

The Landlord may sell or otherwise dispose of the property 28 days after the Landlord receives actual notice of abandonment or 28 days after it reasonably appears to the Landlord that the tenant has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the tenant of the sale by sending written notice of the sale by certified mail, return receipt requested, to the tenant's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the tenant owes the Landlord. Any amount above this belongs to the tenant, if the tenant has written and asked for it.

21. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the tenant or to an adult member of the tenant's family residing in the dwelling unit, or sent to the tenant by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Tenant: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Cambridge Economic Development Authority, 121 So. Fern Street, Cambridge, MN 55008.

If the tenant is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a tenant's creation or maintenance of a threat to health or safety of other tenants or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the tenant must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the tenant shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Cambridge Economic Development Authority is required to afford the tenant the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.

23. **HOUSE RULES:** The tenant agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the tenants. Such rules may be modified by the Landlord from time to time provided that the tenant receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability,

familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

25. **ATTACHMENTS TO THE LEASE:** The tenant certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

Attachments:

1. Move-in inspection
2. Smoke-Free Lease Addendum
3. Tenant handbook
4. Crime Free/Drug Free Housing
5. Violence Against Women & Justice Dept. HUD-91067

Signatures:

TENANT: 1) _____ **00/00/2018**

LANDLORD: CAMBRIDGE EDA

2) _____ **00/00/2018**

LANDLORD'S ADDRESS

BRIDGE PARK APARTMENTS
CAMBRIDGE ECONOMIC DEVELOPMENT AUTHORITY
121 SOUTH FERN STREET
CAMBRIDGE, MN 55008

26. CRIME FREE/DRUG FREE HOUSING

In consideration of the execution or renewal of a Lease for the apartment, Owner and RESIDENT agree as follows:

- a) RESIDENT, any members of the RESIDENT'S household or a guest or other person under the RESIDENT'S direction/control shall not engage in criminal activity, including control substance crimes, in the unit or elsewhere on or near the development as defined in Section 504b.171 of the Minnesota Statutes, or any substitute or replacement thereof. Control substance crimes are defined in Chapter 152 of Minnesota Statutes and means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, purchase, or use of a controlled substance (as defined in Chapter 152 of Minnesota Statutes).
- b) RESIDENT, any members of the RESIDENT'S household or a guest or other person under the RESIDENT'S direction/control shall not engage in any act intended to facilitate criminal activity, including control substances crimes, in the unit or elsewhere on or near the development.
- c) RESIDENT or any members of the RESIDENT'S household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including control substance crimes, regardless of or whether the individual engaging in such activity is a member of the RESIDENT'S household or a guest.
- d) RESIDENT or any member of the RESIDENT'S household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether in the unit or elsewhere on or near the development.
- e) RESIDENT, any member of the RESIDENT'S household, or a guest or other person under the RESIDENT'S direction/control shall not engage in acts of violence or threats of violence, including, but limited to, the unlawful discharge of firearms, in the unit or elsewhere on or near the development.
- f) **VIOLATION OF THE ABOVE PROVISIONS SHALL BE DEEMED A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

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

This Agreement, as part of the Development's House Rules, is a legal and binding attachment to the Lease. This Section is incorporated into the Lease executed or renewed this day between Owner and RESIDENT.

Management (acting as agent for the owner of the premises) and the Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.

MANAGEMENT

Cambridge EDA/Bridge Park Apartments

BY _____

Mgmt:

_____ Date

Resident

_____ Date

ACKNOWLEDGMENT RECEIPT OF LEASE

Property: Bridge Park Apartments

Unit#:

I/We acknowledge the receipt of the Residential Lease.

(Resident-Please Print)

(Resident-Please Print)

(Resident Signature)

(Resident Signature)

Date: _____

(Housing Supervisor)

Date