



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider 

Date: July 15, 2011

Re: **Extension and Amendment of Lease Agreement Between ISD #709 and The Duluth Central Sports Association**

Attached please find two (2) copies of the Extension and Amendment of Lease Agreement between ISD #709 and the Duluth Central Sports Association pertaining to operation of the Public Schools Stadium Concession Facility. This Extension and Amendment of the Agreement covers the period from July 1, 2011 – June 30, 2012.

I am recommending approval of this Extension and Amendment to the Lease Agreement. If you concur, please sign and return both copies to the Facilities Management office for distribution.

Attachments

EXTENSION AND AMENDMENT OF LEASE AGREEMENT

This extension and amendment is made and entered into this 29th day of June 2011, by and between INDEPENDENT SCHOOL DISTRICT #709, a public corporation, hereinafter called the District, and THE DULUTH CENTRAL SPORTS ASSOCIATION, a private non-profit organization, hereinafter called the DCSA, to provide for the operation of the Duluth Public Schools Stadium (PSS) Concession Facility located at 4405 West 4th Street; and

WHEREAS, the District and DCSA entered into an Agreement dated April 15, 2008 for a fifteen month period beginning April 15, 2008 and ending June 30, 2009; and

WHEREAS, the term of this lease agreement allowed for a one-year extension to the agreement beginning July 1, 2009 and ending June 30, 2010, which was mutually acceptable to both parties; and

WHEREAS, the DCSA and the District amended and extended the agreement for an additional year beginning July 1, 2010 and ending June 30, 2011; and

WHEREAS, the DCSA and the District desire to amend and extend the agreement to allow for one additional year extension beginning July 1, 2011 and ending June 30, 2012; and

WHEREAS, the terms of the previous agreement extension provided for distribution of the net profits with DCSA as follows: DCSA received forty-five (45) percent; Central High School athletic department received twenty-two and one half percent; East High School athletic department received twenty-two and one half percent and Public Schools Stadium received ten (10) percent; and

WHEREAS, it will be necessary to change the terms of the previously amended agreement related to the percentages of the net profits received as follows:

DCSA will receive fifty (50) percent

Denfeld ~~Central~~ High School athletic department will receive twenty (20) percent

Jurat East High School athletic department will receive twenty (20) percent and

Public Schools Stadium will receive ten (10) percent.

NOW, THEREFORE, in consideration of the terms described above, the parties hereto agree that said Agreement shall be extended and amended, and except as herein amended, all other terms and conditions of the original Agreement shall continue in full force and effect.

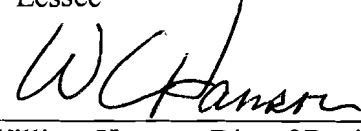
IN WITNESS WHEREOF, the parties hereto have executed this Extension and Amendment and affixed their seals thereto, the day and year first above written.

DULUTH CENTRAL SPORTS ASSOCIATION
Lessor

INDEPENDENT SCHOOL DISTRICT NO.709
Lessee


Lisa MacIver, DCSA Co-President

7/11/11
Date


William Hanson, Dir. of Business Services

7-11-11
Date


DeeAnna DeCaro, DCSA Co-President

7-11-11
Date

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- Public Schools Stadium will receive ten (10) percent.

*Benfeld
Lynch*

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Lisa MacIver, DCSA Co-President 7/11/11 Date



William Hanson, Dir. of Business Services Date



DeeAnna DeCaro, DCSA Co-President 7-11-11 Date

**Duluth Central Sports Association
PSS Concessions
Cash Receipts and Disbursements
August 1 thru December 31, 2010**

updated: 10/28/10

Beginning Bank Balance 7/31/10:

399.43

Receipts & Deposits		Deposits		Deposits		
<u>Sales</u>	<u>Date</u>	<u>Amount</u>	<u>Explanation</u>	<u>Date</u>	<u>Amount</u>	<u>Explanation</u>
August	08/25/10	5,300.00	Check # 2289 & 2290 from general fund	11/09/10	2,485.00	PSS Sales
643.00	08/31/10	643.00	PSS Sales	11/16/10	2,789.01	PSS Sales & Start-up \$
September					5,274.01	
12,310.50		<u>6,943.00</u>		<u>Date</u>	<u>Amount</u>	<u>Explanation</u>
	09/09/10	5,900.00	PSS Sales			
October	09/14/10	3,466.00	PSS Sales			
11,368.88	09/27/10	2,944.50	PSS Sales	Total Deposits	<u>34,896.39</u>	
November						
		<u>12,310.50</u>				
Dec						
0.00	10/04/10	1,922.00	PSS Sales			
<u>Total Sales</u>	10/07/10	1,170.00	PSS Sales			
<u>29,596.39</u>	10/12/10	4,165.00	PSS Sales			
	10/14/10	730.00	PSS Sales			
	10/15/10	132.88	PSS Sales - coin			
	10/19/10	1,349.00	PSS Sales			
	10/25/2010	1,576.00	PSS Sales			
	10/28/10	324.00	PSS Sales			
		<u>11,368.88</u>				

Disbursements:

<u>Cleared</u>	<u>Ck No.</u>	<u>Date</u>	<u>Amount</u>	<u>Payable</u>	<u>Explanation</u>	<u>Cost of Inventory</u>
09/21/10	2282	09/15/10	858.82	Discover - Sams club	Inventory	
09/20/10	2283	09/15/10	1,622.00	Bemicks	Pop	Aug.
09/17/10	2284	09/15/10	2,291.08	Upper Lakes Foods	Inventory	3,537.16
10/07/10	2285	10/04/10	1,260.00	Bemicks	Pop	
10/18/10	2286	10/13/10	1,826.24	Discover - Sams club	Inventory	Sept.
10/15/10	EFT	10/15/10	10.78	US Bank	Bank Service Fee	4,771.90
10/25/10	2287	10/19/10	275.36	Bemicks	Pop	
10/21/10	2288	10/20/10	342.10	Upper Lakes Foods	Inventory	Oct.
	2289	10/25/10	416.00	Bemicks	Pop	4,130.48
		11/15/10	0.00	US Bank	Bank Service Fee	
		11/16/10	0.00	Discover - Sams club	paid \$1,749.95 from general fund out of PSS checks	
		Total Disbursements	<u>8,911.73</u>			<u>12,439.54</u>

Starting Balance	399.43	
PSS Season Deposits	34,896.39	
PSS Season Disbursements	8,911.73	
Nets Deposits over Disbursements	<u>26,384.09</u>	
Reserve Balance	400.00	= minimum balance remains in PSS checking acct.
DCSA General Fund	5,300.00	= reimburse DCSA General funds for start up cash.
DCSA General Fund	3,537.16	= reimburse DCSA General funds for bills.
Net Distributable Funds	<u>17,146.93</u>	= transfer to DCSA Gen. Funds for disbursement.
55% Distribute - Schools	9,430.81	
45% Distribute - DCSA	<u>7,716.12</u>	
To General Fund	0%	0.00
To Volunteer Teams	100%	7,716.12
		7,836.12

Final Distributions

Schools - AD Purchases	9,310.81
DCSA + AD Purchases	<u>7,836.12</u>
	<u>17,146.93</u>

Distribution per shift for volunteer team
\$/shift **86.59**

<u>Volunteering Team</u>	<u># of Shifts</u>	<u>Distribution</u>
Girls Soccer	8.00	692.70
Nordic Ski	3.75	324.70
Girls Softball	21.50	1,861.62
Cheer Team	10.50	909.16
Dance Line	8.50	735.99
Girls Hockey	5.50	476.23
Boys Baseball	6.75	584.46
Girls Basketball	1.50	129.88
Girls Tennis	3.00	259.76
Girls Volleyball	3.00	259.76
Boys Hockey	18.50	1,601.86
	90.50	7,836.12

Disbursements to Schools

			2009		
Central/Derfeld H.S	0.4090909	22.5%	3,858.06	Subtract Product Purchased	65.00
East H.S	0.4090909	22.5%	3,858.06	Subtract Product Purchased	55.00
Derfeld H.S	0	0.0%	0.00	Subtract Product Purchased	0.00
Derfeld PSS Reserve	0.1818182	10.0%	1,714.69		1,714.69
		55.0%	9,430.81		120.00

Net Distributed to Schools

	3,793.06
	3,803.06
	0.00
	1,714.69
	<u>9,310.81</u>

MINNESOTA STANDARD RESIDENTIAL LEASE

© Copyright 1998, 1999, 2000 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. §328G.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.") Katie Nemeth
 3 Christopher Nemeth
 4 **OTHER OCCUPANTS.** 1 child
 5
 6 **LANDLORD.** LSR 709
 7 The Premises ("Premises") includes dwelling unit number 5231
 8 at (street address) Glenwood Street (city) Duluth MN (zip code) 55804
 9 and garage no. _____, storage unit no. _____, parking stall no. _____
 10 **Term of Lease.** (Write number of months or "month-to-month.") 12 month
 11 **Starting Date of Possession** _____ **Ending Date of Possession** (if known) _____
 12 **Monthly Rent** \$ 800 **Late Fee** \$ 10/day after 5th of month **Security Deposit** \$ 800
 13 **OTHER CHARGES** (specify) _____

RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	800.00 232.26
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	400.00 (see notes)
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:	\$ 632.26

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 not 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 ONE COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<<			
Natural Gas		NA		
Water & Sewer		X		
Electricity		X		
Fuel Oil		X		
Garbage Collection	X			
Telephone		X		
Cable Communication		X		
Association Fees		NA		
Other Utility or Service (Specify)		X		
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.	

55 CHECK APPLIANCES INCLUDED

- | | |
|--|--|
| 56 <input checked="" type="checkbox"/> REFRIGERATOR | <input checked="" type="checkbox"/> CLOTHES WASHER |
| 57 <input checked="" type="checkbox"/> KITCHEN STOVE | <input checked="" type="checkbox"/> CLOTHES DRYER |
| 58 <input checked="" type="checkbox"/> MICROWAVE | <input type="checkbox"/> WINDOW UNIT AIR CONDITIONER |
| 59 <input type="checkbox"/> DISHWASHER | <input type="checkbox"/> GAS GRILL |
| 60 <input type="checkbox"/> TRASH COMPACTER | <input type="checkbox"/> OTHER |

61 The person authorized to manage the Premises is

62 Name Director of business services
63 Street Address, (not P.O. Box) 215 N. 1st Avenue East
64 City, State, Zip code Duluth, MN 55802 Telephone 336-8700
65 The Landlord or agent authorized to accept service of process and receive and give receipts for notices is
66 Name Kerry Leider / Curt Conrad
67 Street Address, (not P.O. Box) _____
68 City, State, Zip code _____ Telephone 336-8905

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

70 See additional terms. see #36
71 _____
72 _____
73 _____

74 **TERMS OF THIS LEASE.**

- 75 **1. OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as
76 allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.
- 77 **2. RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent
78 at Attn: Diana Conway or other reasonable place requested by Landlord.
79 215 N 1st Avenue East Duluth MN 55802
- 80 **3. LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the
81 month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall
82 also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not
83 when mailed or sent by Tenant.
- 84 **4. SECURITY DEPOSIT.** Landlord may use the security deposit
85 **A.** To cover Tenant's failure to pay rent or other money due Landlord.
86 **B.** To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.
- 87 Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full
88 security deposit with interest or send a letter explaining what was withheld and why.
- 89 **5. EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease,
90 not just a proportionate share.
- 91 **6. TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble)
92 caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.
- 93 **7. LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant.
94 Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after
95 Tenant vacates the Premises.
- 96 **8. ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in
97 a lawsuit about the tenancy.
- 98 **9. PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet
99 before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and
100 complete a second inspection sheet.
- 101 **10. LANDLORD'S PROMISES.**
102 **A.** The Premises and all common areas are fit for the use intended by Landlord and Tenant.
103 **B.** Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible
104 conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
105 **C.** Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or
106 irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
- 107 **11. TENANT'S PROMISES.**
108 **A.** Tenant shall not allow damage to the Premises.
109 **B.** Tenant shall not allow waste of the Utilities or Services provided by Landlord.
110 **C.** Tenant shall make no alterations or additions.
111 **D.** Tenant shall remove no fixtures.
112 **E.** Tenant shall not paint the Premises without Landlord's written consent.
113 **F.** Tenant shall keep the Premises clean and tidy.

- 126 G. Tenant shall not unreasonably disturb the peace and quiet of others.
127 H. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.
128 I. Tenant shall use the Premises only as a private residence.
129 J. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
130 K. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium
131 in Landlord's insurance.
132 L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe
133 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
144 the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or
145 regulations, 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
148 of the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the
149 Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck.
150 Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant,
151 Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage
152 expenses as additional Rent.
153

154 **14. LANDLORD'S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose.
155 Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may
156 enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in
157 writing. The writing must be left in a conspicuous place in the Premises.
158

159 **15. DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any
160 injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain
161 Renter's Insurance
162

163 **16. NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that
164 might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral
165 or in writing.
166

167 **17. SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant
168 shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or
169 delayed.
170

171 **18. MOVING OUT OR HOLDING OVER.** Tenant must move out not later than 11:59 p.m. on the Ending
172 Date. If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been
173 renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.
174

175 **19. NOTICE IF LEASE BECOMES MONTH-TO-MONTH.** If this Lease is or becomes month-to-month,
176 written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of
177 a month and must be received before the first day of that month. For example, to end a month-to-month lease on April
178 30, the notice must be received on March 31 or earlier.
179

180 **20. VACATING.** When moving out, Tenant must:

- 181 A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and
182 fire or casualty loss.
183 B. Completely vacate the Premises, including storage units, garage and parking stalls.
184 C. Give Landlord a forwarding address.
185 D. Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers,
186 and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and
187 charge reasonable costs to Tenant.
188

189 **21. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**

- 190 A. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault
191 or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this
192 Lease. To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be
193 prorated as of the date the Premises became unfit for occupancy.
194 B. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the
195 fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease.
196 Landlord shall give prompt written notice to Tenant.
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22. BREACH OF LEASE [RE-ENTRY CLAUSE]. If Tenant materially breaches this lease, Landlord may do these things.

- A. 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).
- B. 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.
- C. Bring an eviction action immediately (unlawful detainer action).

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

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

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

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

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

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

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

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

31. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.

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

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

32. LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT 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. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

A. Hazards Disclosed. Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (If none, state "none.") None

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

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

Tenants' initials KN CN

D. Agent's Acknowledgment. Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d)

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and is aware of agent's responsibility to ensure compliance.

Agent's initials _____

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

[Signature] 7-3-11 [Signature] 7/3/11 _____
 Landlord Date Tenant Date Agent Date

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

34. SMOKING. (check one) Tenant may allow smoking on the Premises.
 Tenant shall not allow smoking on the Premises.

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

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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.

36. ADDITIONAL TERMS.

- July is prorated for tenants move in date 7/23/11. Valued at \$232.26.
- Balance of security deposit (\$400.00) due with September's rent (9/1/11).
- Lawn mowing is responsibility of LSD 709.
- Snow removal is responsibility of tenant.
- Winter treatments are responsibility of tenant.

Landlord and Tenant agree to the terms of this Lease.

LANDLORD

W. Hanson Date 7/6/11

Date _____

Date _____

Date _____

TENANTS

Kate Nelson Date 7/5/11
Christy J. Nord Date 7/5/11

Date _____

Date _____

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

Date: _____ Date: _____

Date: _____ Date: _____


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		
	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:



Date signed:

7/5/11

TENANTS:



Date signed:

7/5/11

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		
	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		
	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: _____