

Project Kellogg Square Apartments Bldg. KS Apt.# 811 Rent Amount \$865<sup>00</sup> C. Sa.  
 Move-In Date 2/1/2010 Lease Expires 2/1/2010 to 5/31/2010  
 Approved  YES  NO By \_\_\_\_\_ Comments 4 mos. lease

This Application and the Contents Hereof are Considered as Part of my Lease (Co-tenants must file separate applications)

MARITAL STATUS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED <input type="checkbox"/> WIDOWED	
FULL NAME	SEX
SOCIAL SECURITY NO.	DATE OF BIRTH
DL NO.	STATE

PRESENT PHONE ( )	
PRESENT ADDRESS	APT NO.
CITY	STATE ZIP RENT
MOVE IN DATE	MOVE OUT DATE LEASE IN WHOSE NAME?
COMPLEX/LANDLORD	PHONE NO. ( )
PREVIOUS ADDRESS	APT NO.
CITY	STATE ZIP RENT
MOVE IN DATE	MOVE OUT DATE LEASE IN WHOSE NAME?
COMPLEX/LANDLORD	PHONE NO. ( )

PRESENT EMPLOYER	PHONE NO. ( )
SUPERVISOR	PHONE NO. ( )
ADDRESS	
CITY	STATE ZIP
POSITION	MO. GROSS INCOME
START DATE	END DATE
PREVIOUS EMPLOYER	PHONE NO. ( )
SUPERVISOR	PHONE NO. ( )
ADDRESS	
CITY	STATE ZIP
POSITION	MO. GROSS INCOME
START DATE	END DATE

FULL NAME	SEX
SOCIAL SECURITY NO.	DATE OF BIRTH
DL NO.	STATE

PRESENT PHONE ( )	
PRESENT ADDRESS	APT NO.
CITY	STATE ZIP RENT
MOVE IN DATE	MOVE OUT DATE LEASE IN WHOSE NAME?
COMPLEX/LANDLORD	PHONE NO. ( )
PREVIOUS ADDRESS	APT NO.
CITY	STATE ZIP RENT
MOVE IN DATE	MOVE OUT DATE LEASE IN WHOSE NAME?
COMPLEX/LANDLORD	PHONE NO.

**CSEA**  
I have submitted the sum of \$ \_\_\_\_\_ which I understand is a nonrefundable payment for a credit check and processing charge and not a rental payment. In the event this application is not approved, I understand and agree this sum will be retained by management to cover the cost of processing this application.

*Deposit*

I have also deposited the sum of \$ 400.00 with management in connection with this rental application. If this application is accepted, I understand and agree this deposit will become a security deposit under Landlord's customary lease which I must sign. If this application is accepted and I cancel after the first seventy-two (72) hours of being notified of such acceptance, I agree this deposit may be kept by Landlord as liquidated damages for taking the apartment off the market. If this application is not approved, I understand that this deposit will be returned without any obligation by management, Landlord or anyone else to provide a reason for such non-approval and without any liability to me.

*False Information*

I agree that if any information in this application is false, this application will be rejected. If Landlord does not discover any false information until after I sign the lease, Landlord has the option of terminating the Lease based on the false information in this application.

*Section 8 Voucher Program*

N/A (name of Landlord) no longer participates in subsidized housing programs except for current tenants participating in a subsidized program on August 31, 1999. You should not, therefore, apply for an apartment at Kellond Square if you require subsidized housing now or expect you will need it in the future.

*Credit Report*

I authorize a third party credit company chosen by management to assist with the processing of this application and to access my credit reports.

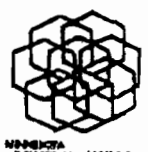
**Applicant Screening Company:**

Name: Screening Reports, Inc.  
Address: 729 N. Route 83 Suite 321  
Bensenville, IL 60108  
Phone: (866) 389-4042

Date 1/12/10 Signature of Applicant #1 W. Hanson

Signature of Applicant #2 \_\_\_\_\_

\_\_\_\_\_ is managed by Sentinel Management Company, LLC, 5215 Edina Industrial Blvd., Suite 100, Edina, Minnesota 55439 and is empowered to accept service and receive and give receipt for notices and demands.



# KELLOGG SQUARE

AT HOME BY THE RIVER

C.S.A.

## PARKING ADDENDUM TO LEASE OF RESIDENTIAL PROPERTY

This Addendum to the Lease of Residential Property dated February 1, 2010 between KELLOGG SQUARE APARTMENTS, LLC, known as Landlord, and ISD 709, Duluth School District as RESIDENT/s shall be incorporated in and made a part of the aforesaid Lease.

In the event RESIDENT/s owns and drives a car, LANDLORD shall furnish unreserved parking for the RESIDENT/S car only. Parking spaces shall be available on a first-come, first-served basis.

RESIDENT/S understand and agree that they must furnish evidence of ownership of the vehicle by way of Certificate of Title, Title Registration, or Certificate of Liability Insurance which bears RESIDENT/S name as owner plus such other proof as LANDLORD may require at its sole discretion.

RESIDENT/S further agree that if RESIDENT/S should cease driving or owning their car for any reason whatsoever, LANDLORD shall subsequently revoke all RESIDENT/S rights to said parking.

All other terms, conditions, and covenants of the Lease are hereby reaffirmed and shall remain the same.

IN WITNESS WHEREOF, we have signed this Lease Addendum jointly and severally.

Resident: WC Hanson

Date: 1/12/10

Resident: \_\_\_\_\_

Date: \_\_\_\_\_

Resident: \_\_\_\_\_

Date: \_\_\_\_\_

Apt. #811

Site Manager: \_\_\_\_\_

Date: \_\_\_\_\_

■  
ONE ELEVEN EAST KELLOGG BLVD  
SAINT PAUL, MN 55101  
TEL (651) 227 9224  
FAX (651) 227 9226

1. PARTIES *C.S.W.*

This lease is entered into between KELLOGG SQUARE APARTMENTS, LLC, hereinafter LANDLORD, and ISD 709, DULUTH SCHOOL DISTRICT, hereinafter RESIDENT.

2. PREMISES

LANDLORD hereby rents to RESIDENT and RESIDENT rents from LANDLORD Apartment Number 811 in Building Number 111, Garage Space Number N/A and Storage Locker Number N/A, hereinafter the "Premises", located at the property known as KELLOGG SQUARE, in the City of SAINT PAUL, County of RAMSEY, State of Minnesota.

3. TERM

The term of this lease shall be from the 1ST day of FEBRUARY, 2010 through 12:00 noon on the 31ST day of MAY, 2010, unless extended as set forth in Section 7 below.

4. OCCUPANTS

The Premises will be used as a residence by the following persons only:

- |                           |            |
|---------------------------|------------|
| 1. RONALD SOBERG Age (61) | 2. Age ( ) |
| 3. Age ( )                | 4. Age ( ) |
| 5. Age ( )                | 6. Age ( ) |

5. RENT

RESIDENT agrees to pay to LANDLORD monthly rent in the amount of \$865.00 for the Apartment, \$N/A for the Garage Space and \$N/A for the Storage Locker, for a total sum of \$3,460.0. Such rent shall be paid in equal installments of \$865.00 per month for the entire term of the lease. All rent shall be paid by RESIDENT to LANDLORD at the office of the Resident Manager.

It is understood that RESIDENT is taking possession of the Premises on the 1ST day of FEBRUARY, 2010, and is to pay the sum of \$865.00 as rent from that date through the 28TH day of FEBRUARY, 2010. The second month's rent payment of \$865.00 will be due and payable on the first day of MARCH, 2010. The full monthly rent as set forth above will be due and payable on the first day of each month thereafter.

6. RENT DELINQUENCY AND NSF CHECKS

If RESIDENT does not pay the full amount of the rent shown in paragraph 5 by the end of the 5<sup>th</sup> day of the month, RESIDENT agrees to pay LANDLORD \$50 on the 6<sup>th</sup> day of the month as a late fee. RESIDENT also agrees to pay a fee of \$30 for each NSF check plus all applicable late fees. LANDLORD will not accept personal checks after one NSF check.

RESIDENT shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall LANDLORD'S acceptance of a partial payment constitute accord and satisfaction. Nor will LANDLORD'S acceptance of a partial payment forfeit LANDLORD'S right to collect the balance due on the account, despite any endorsement, attestation, or other statement on any check, or pursue any other remedy available under this lease.

7. TERMINATION OR EXTENSION OF LEASE

If either party desires to terminate this lease at the end of the initial term, such party shall give the other party written notice of intention to terminate at least sixty (60 days) before the termination date and before the first day of the month. By way of illustration, suppose the lease is for a one (1) year term, from January 1, to December 31, 1999. In order for either party to terminate the lease at the end of the initial term, namely December 31, 1999, one party must give the other party written notice on or before October 31, 1999.

If neither party has terminated this lease at the end of its initial term, the lease and all covenants herein will be renewed automatically until terminated by either party by written notice to the other of intention to terminate; provided that (i) the termination date shall be effective only as of the end of a calendar month, and (ii) such written notice of termination must be received by the other party prior to the beginning of the month immediately preceding the month in which the termination date will occur. For example, if the lease is not terminated at the end of its initial term and RESIDENT wishes to terminate it as of April 30, RESIDENT must give written notice of such termination so that LANDLORD receives it before March 1.

When this lease terminates, for whatever reason, RESIDENT shall promptly remove all personal property belonging to RESIDENT or persons claiming through RESIDENT from the Apartment, Garage and Storage Locker, and surrender them in good condition and repair, broom-clean, reasonable wear and tear accepted. All keys to the Apartment and Garage shall be returned to LANDLORD and the lock on the Storage Locker shall be removed.

8. DUTY TO PAY AFTER EVICTION

If RESIDENT is evicted because RESIDENT violates a term of this lease, whether or not LANDLORD obtains a court order to enforce the eviction, RESIDENT agrees to pay the full monthly rent until the earlier of (a) the end of the initial term or if the initial term has already ended, the end of the second full month after RESIDENT is evicted; or (b) the Apartment is re-rented. This provision shall survive termination of the lease for any reason.

9. SECURITY DEPOSIT

RESIDENT agrees to deposit with LANDLORD \$400.00 as a security deposit. Within three (3) weeks after the termination of this tenancy AND receipt by LANDLORD in writing of RESIDENT'S mailing address or delivery instructions, LANDLORD will return the security deposit to RESIDENT together with simple interest pursuant to Minnesota state law beginning at the start of occupancy OR furnish to RESIDENT a written statement showing the specific reasons why LANDLORD has withheld the deposit or any portion thereof. LANDLORD may withhold from the security deposit amounts reasonably necessary to: (1) remedy RESIDENT'S default in the payment of rent or any other amounts due to LANDLORD under this lease, and (b) restore the Premises to the condition

at the commencement of the residency, ordinary wear and tear excepted. Nail holes are not considered normal wear and tear. If the security deposit is insufficient for the purposes stated above, then RESIDENT shall be liable for the excess.

#### 10. MANAGER

The property is managed by Sentinel Management Company, LLC whose business address is 5215 Edina Industrial Boulevard, Suite 100, Edina, Minnesota 55439. Sentinel Management Company, LLC is the agent of the LANDLORD and is empowered to accept service of process and to receive and give receipt for notices and demands.

C-S-a

#### 11. USE

RESIDENT agrees to use the Apartment only as a residence for the purposes designated as Occupants and to use the Garage Space only for an automobile owned or leased by an Occupant. RESIDENT further agrees to the following conditions:

- (a) RESIDENT shall not sublet the Premises or assign the lease without the WRITTEN permission of LANDLORD.
- (b) Neither RESIDENT nor any OCCUPANT shall conduct a business of any kind on the Premises.
- (c) Neither RESIDENT nor any OCCUPANT shall use the Premises, common areas, or area surrounding the Building nor allow any dependent(s) or guests to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to manufacture, sell, give away, barter, exchange, or distribute any illegal drugs.
- (d) Neither RESIDENT nor any OCCUPANT shall unreasonably disturb the quiet and peaceful possession of the Premises by other residents.
- (e) RESIDENT and OCCUPANTS shall keep the Garage Space in a clean (broom swept) and sanitary condition, and shall not use the Garage Space so as to interfere with any adjoining garage space or common area. Garage doors (where applicable) shall be kept closed. The Garage Space shall not be used for storage of personal property of any kind.
- (f) Neither RESIDENT nor any OCCUPANT shall affix any lock or other permanent hardware on the Premises or use or store any large appliance within the Premises without the written permission of LANDLORD.
- (g) Neither RESIDENT nor any OCCUPANT shall permit anything to be thrown out of the windows; nothing shall be hung on the outside of the windows or placed on the outside window sills of any window in the Building; the halls, stairways, patios, balconies, garages and other common areas shall not be used for the storage of furniture or other articles.
- (h) Neither RESIDENT nor any OCCUPANT shall install any aereals, antennas or other electrical connections within the Apartment or on the Building exterior.
- (i) RESIDENT and OCCUPANTS shall keep the Storage Locker in a clean and sanitary condition. RESIDENT shall provide a removable lock for the Storage Locker and keep such Storage Locker locked at all times when not in use.
- (j) Neither RESIDENT nor any OCCUPANT shall paint or affix wallpaper or contact paper without the written permission of LANDLORD.
- (k) Neither RESIDENT nor any OCCUPANT shall interfere with the management of the property.
- (l) RESIDENT and OCCUPANTS shall surrender the Premises to LANDLORD when tenancy is terminated as provided in Section 7 above.

#### 12. SATELLITE DISHES AND ANTENNAE

The installation of satellite dishes or antennae in spaces exclusively within the control of RESIDENT is subject to special FCC requirements and reasonable rules and regulations of LANDLORD. If RESIDENT wants to install satellite dishes or antennae in spaces exclusively within RESIDENT'S control, he/she must come to the management office to obtain the rules regarding the installation of satellite dishes or antennae. RESIDENT will be required to sign a separate indemnity and Hold Harmless Agreement that makes RESIDENT responsible for the installation, removal, and any damage caused by a dish or antenna.

#### 13. ASBESTOS

RESIDENT acknowledges that it has been expressly disclosed to RESIDENT by LANDLORD that the Building and Premises contain asbestos-containing materials, including ceiling material, vinyl asbestos floor tile, and certain pipe and mechanical equipment insulation. The acknowledgement by RESIDENT of the presence of asbestos does not in any manner impose any liability or responsibility on RESIDENT for removal, treatment, or abatement of such material, provided, however, that RESIDENT shall not intentionally disturb or damage asbestos-containing material without prior notice to LANDLORD, so that proper safety procedures may be implemented.

In the event LANDLORD elects to remove or abate asbestos-containing material from the Premises and this activity interferes with RESIDENT'S use or occupancy of the Apartment, LANDLORD shall relocate RESIDENT to a comparable apartment for the duration of the project, without any cost to RESIDENT.

#### 14. PERSONAL PROPERTY OF LANDLORD

The Apartment is furnished in part with personal property (refrigerator, range, disposal, dishwasher, etc.), which belongs to LANDLORD. RESIDENT agrees to maintain and preserve this personal property and to return it to LANDLORD at the conclusion of this lease in the same condition in which it was received, with the exception of ordinary wear and tear.

#### 15. RENTAL APPLICATION

The Rental Application executed by RESIDENT is hereby made a part of the lease. Any misrepresentation of material fact contained in the application shall constitute a material breach of the lease and entitle LANDLORD to pursue its remedies under Section 17.

#### 16. EXPENSES AND COSTS OF ENFORCEMENT

RESIDENT agrees to pay to LANDLORD all expenses and costs, including reasonable attorney fees, incurred by LANDLORD in enforcing the terms of the lease. This includes court costs and attorney's fees even if rent is paid after legal action is started.

#### 17. BREACH OF LEASE AND LANDLORD'S REMEDIES

If RESIDENT breaches the lease, LANDLORD shall have the right to immediately terminate the lease, have the RESIDENT evicted and sue the RESIDENT for damages, OR affirm the lease and sue the RESIDENT for damages. Damages shall include, but not be limited to, all costs incurred by LANDLORD in attempting to re-rent the Premises, including painting and shampooing. In addition, if LANDLORD brings any legal action or collection proceeding against RESIDENT, RESIDENT shall pay LANDLORD'S actual attorney's fees, court costs, filing fees and service fees, including collection agency fees, even if rent is paid after legal action is started. RESIDENT agrees that all of the above costs, fees and charges may be deducted from the security deposit and interest earned thereon. If LANDLORD commences an Unlawful Detainer action as a result of RESIDENT'S breach of the lease and RESIDENT cures such breach

and remains in possession of the Premises, any further breach of the lease by RESIDENT shall give LANDLORD, in addition to any other remedies provided in this lease or by law, the right to repossess the Premises regardless of RESIDENT'S cure or attempted cure of such further breach.

By way of illustration, and not of limitation, the following activities of RESIDENT shall constitute breaches of lease:

- (a) If RESIDENT fails to pay the full amount of rent or any other sums when due.
- (b) If RESIDENT fails to inform LANDLORD of all persons residing at the Premises and fails to receive LANDLORD'S written approval for the same.
- (c) If RESIDENT or any OCCUPANT keeps a pet or allows a pet in the Premises or on the common grounds, other than approved domestic cats (no more than two), small caged birds or tropical fish which are permitted.
- (d) If RESIDENT or any OCCUPANT fails to maintain the Premises in a clean and sanitary condition.
- (e) If the conduct of RESIDENT, any OCCUPANT, or any guest of either RESIDENT or OCCUPANT is so objectionable or improper as to unreasonably interfere with the use and quiet enjoyment of the Building by other residents.
- (f) If RESIDENT fails to reimburse LANDLORD for repairs made necessary to the property of LANDLORD by the negligence, neglect, misuse or abuse of RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT.
- (g) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT causes serious damage to the Premises or common areas.
- (h) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT unlawfully possesses any illegal object or substance, including drugs/narcotics, at the property.
- (i) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT engages in or permits unlawful activity on the Premises, common areas or anywhere else on the property.
- (j) If RESIDENT has provided any false information in connection with RESIDENT'S application to rent the Premises.

Acceptance of rent does not waive LANDLORD'S right to evict RESIDENT for any past or existing violation of any term of the lease.

#### 18. LANDLORD'S DUTIES

- (a) LANDLORD will maintain the Premises and all common areas fit for the use intended by the parties.
- (b) LANDLORD will maintain the Premises in reasonable repair during the term of the lease, except when the disrepair has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.
- (c) LANDLORD will maintain the Premises in compliance with the applicable health and safety laws of the state and of the local units of government where the Premises are located during the term of the lease, except when violation of the health and safety laws has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

#### 19. INTERRUPTION OF SERVICE BEYOND CONTROL OF LANDLORD

RESIDENT shall notify LANDLORD immediately in case of malfunction of equipment owned by LANDLORD or utilities and LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during any such period if such malfunction is due to any cause beyond the control of LANDLORD. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

#### 20. REPAIRS AND DAMAGE TO PREMISES

RESIDENT agrees to request all repairs to the Premises or common areas in writing to LANDLORD, except that in an emergency, telephone calls will be sufficient notice. LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during the period of repairs. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by the neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

If the Premises are damaged by fire or other casualty so they are unfit for occupancy, and if LANDLORD decides not to repair the Premises, LANDLORD may terminate this lease by giving written notice to RESIDENT. Upon such termination of this lease, rent paid by RESIDENT shall be prorated to the date of damage and the balance refunded to RESIDENT. If LANDLORD does decide to repair the Premises, rent shall abate during the period of repairs.

#### 21. TELEPHONE SERVICE

RESIDENT agrees to pay any charges incurred in switching over to another provider and to notify LANDLORD of their intention to do so. RESIDENT also agrees to restore telephone service connections/wiring back to their original state and pay any fees incurred in doing so upon vacating the premises.

#### 22. LIABILITY OF LANDLORD AND RESIDENT INSURANCE

LANDLORD (including its partners, officers, employees, agents and representatives) shall not be liable to RESIDENT, or those claiming by, through or under RESIDENT, for any injury, death or property damage occurring in, on or about the Premises, however caused. LANDLORD shall, however, be liable for its or its agents' negligence unless the damage or other injury arising out of such negligence is covered by a standard renter's or automobile insurance policy, WHICH LANDLORD STRONGLY RECOMMENDS THAT RESIDENT PURCHASE FOR RESIDENT'S PROTECTION AGAINST SUCH INJURY, DEATH OR PROPERTY DAMAGE. RESIDENT shall, however, obtain an insurance policy to cover any damage to the Apartment resulting from RESIDENT'S use of a waterbed. RESIDENT shall deliver to LANDLORD a Certificate of Insurance providing evidence of such insurance policy prior to moving a waterbed into the Apartment.

If any of LANDLORD'S employees are requested by RESIDENT to render any services not contemplated in this lease, such as moving automobiles, handling of furniture, cleaning, delivering packages, etc., such employees shall be deemed agents of RESIDENT while performing these services regardless of whether payment is arranged for such services; and RESIDENT agrees to hold LANDLORD harmless from all liability for damages which may occur in connection with rendering such services.

#### 23. LANDLORD'S RIGHT OF ENTRY

In addition to the right to enter the Premises to make repairs, upon 24 hours notice LANDLORD shall have the right, by itself or through its agents or employees, to enter the Premises for any reasonable business purpose. A "reasonable business purpose" shall include, but not be limited to, "showing" the Premises to prospective residents during the last 60 days of the lease term. In the event of an emergency, LANDLORD or its agents or employees may enter the Premises without any prior notice.

#### 24. RULES AND REGULATIONS

RESIDENT shall promptly comply with and use the Premises, the common areas and the area surrounding the Building, including parking facilities, in accordance with such rules and regulations as may from time to time be made by LANDLORD for the general safety, comfort and convenience of LANDLORD and other residents in the building. RESIDENT shall also cause its guests to abide by such rules and regulations. LANDLORD shall not be responsible to RESIDENT for enforcement of such rules and regulations against other residents.

C 5.a.

**25. WAIVER**

Failure by LANDLORD to insist upon the strict performance of the terms of this lease shall not constitute or be construed as a waiver or relinquishment of LANDLORD'S right to thereafter enforce such terms.

**26. GIVING AND RECEIVING NOTICE**

Whenever this lease requires one of the parties to give a written notice to the other party, this notice MUST BE RECEIVED by the other party or his agent on or before the date specified. RESIDENT agrees that such written notice must be signed by all parties listed as RESIDENT(s) in Section One (1) of the Lease. RESIDENT agrees that notices and demands delivered by LANDLORD to the Apartment constitute proper notice and are effective as soon as delivered.

**27. GUESTS**

RESIDENT'S guest(s) shall abide by the same covenants of the lease as RESIDENT. RESIDENT agrees to accompany guest(s) when facilities at the property are to be used.

**28. PARKING AREA**

Neither RESIDENT nor RESIDENT'S guest(s) shall leave inoperative vehicle(s) in the parking area. For the purpose of snow removal, sweeping, blacktopping, etc., RESIDENT agrees upon 24 hours notice to cooperate by moving any vehicle requested by LANDLORD. LANDLORD may tow at RESIDENT'S expense any vehicle remaining in the parking area in violation of this lease.

**29. ENTIRE AGREEMENT**

This lease contains the entire agreement of the parties. No changes shall be made to this lease except by means of writing, signed by both parties and dated.

**30. SIGNATURES OF PARTIES**

IN WITNESS WHEREOF, we have signed this lease jointly and severally.

RESIDENTS:

DATE SIGNED:

W. Hanson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1/12/11  
\_\_\_\_\_  
\_\_\_\_\_

LANDLORD:

**KELLOGG SQUARE APARTMENTS, LLC**

By: SENTINEL MANAGEMENT COMPANY, LLC  
Its Managing Agent

DATE SIGNED:

By: Resident Manager

\_\_\_\_\_

C.L.A.

# KELLOGG SQUARE

AT HOME BY THE RIVER

## NOTICE OF VACATING

In accordance with the terms of my/our lease, you are hereby given notice of my/our intention to vacate.

Resident(s) Name(s) ISD 709 Duluth School District

Apartment #811

Responsible for Rent through 5/31/10

Unit Vacated By Noon On: 5/31/10

Reason for Vacating: legislature session ending

Forwarding Address/Phone Number \_\_\_\_\_

**RESPONSIBILITY FOR RENT THROUGH THE END OF THE LEASE AGREEMENT IS HEREWITH ACKNOWLEDGED.**

W. Hanson  
Lessee Signature

\_\_\_\_\_  
Lessee Signature

1/12/10  
Date

\_\_\_\_\_  
Date

**\*\*OFFICE USE ONLY\*\***

Date Received

Time Received

Received By Marsha Lidgerding

Management Approval Marsha Lidgerding

Date



C.b.a.

**Duluth Lighthouse for the Blind  
Equipment Lease  
Date: June 1, 2009**

The Terms in this lease are as entered below:

Lessor: Duluth Lighthouse for the Blind  
4505 West Superior Street  
Duluth, Minnesota 55807

Lessee: Contact Name: Marci Hoff

Organization Name ISD 709 – Special Services Department

Address: 215 N. 1<sup>st</sup> Ave East

City: Duluth State MN Zip Code 55802

Phone Number 218-336-8740

Email Address Marci.Hoff@duluth.k12.mn.us

Description of leased equipment : Optelec Clearview 300 CCTV with 17 inch  
monitor – serial # 00121455, Base Serial # 0102417W0930

Starting Date of Lease: 9-1-09 Ending Date of Lease 6-30-10

Rent \$ 50.00 per Month

**Additional Agreements:**

1. Lessee agrees to return the leased equipment to the Duluth Lighthouse at 4505 W. Superior Street, Duluth, Minnesota 55807, on or before the ending date of the lease contract. If the equipment is not returned by the ending date of the contract the lessee is responsible for the payment of rent equal to one month for the first month and monthly rent for every month thereafter and the Lessee agrees to pay an additional rent of \$5.00 for each day delayed beyond the original ending date unless other arrangements are made.

2. The leased equipment shall be returned to Lessor in the same condition as received. Lessee shall be responsible for all damages to, or loss of, the leased equipment.

3. Other Conditions: \_\_\_\_\_

C.b.a.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessor and Lessee agree to the terms of this equipment lease as written above.

Lessor:

Lessee

Duluth Lighthouse for the Blind

ISD 709

By: \_\_\_\_\_

By: WJ Hansen

Date: \_\_\_\_\_

Date: 1/13/10



3805 Grand Avenue South, Minneapolis MN 55409  
 (612) 822-3422 • FAX (612) 822-3585  
 origins@originsonline.org • www.originsonline.org

C.b.a.

**Origins Letter of Agreement**

**Date:** 1/8/2010  
**Contract #:** 9215, Responsive Classroom®

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

**Client:**

**School:** Lakewood Elementary School  
**Address:** 5207 N. Tischer Rd.  
 Duluth, MN 55804  
**Main Phone:** (218) 336-8870  
**Contact:** Kristin Teberg  
**Title:** Principal  
**Phone:** (218) 336-8870  
**Email:** kristin.teberg@duluth.k12.mn.us

**Fees:**

Responsive Classroom Consulting	1 Day @ \$1,500.00
Responsive Classroom Consulting	1 Day @ \$1,500.00
Travel TBA	
<b>Total:</b>	<b>\$3,000.00 + Travel</b>

**Description of Work:**

Date	Time	Consultant	Description
2/1/2010	8:00	Lisa Boland Blake	Responsive Classroom Consulting
3/15/2010	8:00	Lisa Boland Blake	Responsive Classroom Consulting

**Contract Notes:**

Agreement should be sent to: Susan Richards, c/o SAFE Schools, Duluth Public Schools, 215 North Ave. East, Duluth, MN 55802.

Terms: This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A and/or B if applicable. Work is invoiced as scheduled and performed, with payment due within 30 days after invoicing. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

The Origins Program:

M. Severance Boss

Date: 1/7/10

Authorized signature:

W. Hanson

Date: 1/13/10



# AGREEMENT

C.b.a.

**THIS AGREEMENT**, made and entered into this 14th day of January, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP - Duluth Chapter, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 4<sup>th</sup>, and shall remain in effect until January 29<sup>th</sup>, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor shall provide the following services:

1. Coordination of planning for MLK Holiday events on January 18<sup>th</sup>, 2010 that will include services to ISD 709
2. Communication of agency expectations and commitments in a clear and timely manner to all involved parties.
3. Lead role responsibilities in the development of any external or internal marketing materials needed to promote the event to ISD 709 employees.
4. Provision of keynote speaker to community excluding involved district staff.
5. Coordination of events, of scheduled MLK Holiday agenda as it affects staff of ISD 709.
6. Participation in a debriefing schedule meeting following the conclusion of all MLK Holiday events. Such debriefing meeting shall occur prior to the end of January 21<sup>st</sup>, 2010. WPH

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in January 2010 in the amount of four thousand dollars (\$4,000.00).

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on

behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

C.v.a

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail NAACP, Attn: Mr. Claudie Washington PO Box 494, Duluth, MN 55801.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

14. **Insurance.** (If applicable)

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair date

Claudia Washy  
Title

\_\_\_\_\_  
Clerk date

President Duluth Branch NAACP  
Title

Ron Hartman 1/14/10  
Program Director date

~~13-100-470~~  
Taxpayer Identification Number

W. K. Hanson 1/14/10  
Director of Business Service date

1/14/10



3805 Grand Avenue South, Minneapolis MN 55409  
 (612) 822-3422 • FAX (612) 822-3585  
 origins@originsonline.org • www.originsonline.org

C.b.a.

**Origins Letter of Agreement**

**Date:** 1/11/2010  
**Contract #:** 9220, The Responsive Classroom<sup>®</sup>

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

**Client:**

**School:** Stowe Environmental Elementary School  
**Address:** 715 101st Ave. W.  
 Duluth, MN 55808  
**Main Phone:** (218) 626-4500  
**Contact:** Terry Cottingham  
**Title:** Principal  
**Phone:** (218) 626-4500  
**Email:** Terry.Cottingham@duluth.k12.mn.us

**Fees:**

Half-day Consulting	.5 Day @ \$800.00	\$800.00
<b>Total:</b>		<b>\$800.00 + mileage</b>

**Description of Work:**

Date	Time	Consultant	Description
1/29/2010	1:00-3:00	Carolyn Rottman	Half Day Consulting in the Responsive Classroom

**Contract Notes:**

Letter of Agreement to Susan Richards, SAFE Schools. CC to Terry Cottingham

**Terms:** This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A and/or B if applicable. Work is invoiced as scheduled and performed, with payment due within 30 days after invoicing. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

The Origins Program:

*Linda Crawford*

Date: 1-12-10

Authorized signature:

*W. Hanson*

Date: 1/13/10