RESIDENTIAL RENTAL AGREEMENT

Address _____

Lease begins on: _____

Lease ends on: _____

Base Rent: _____

Technology Fee: $6.95/month per account

Garbage: _____

Pet Rent: _____

Parking: _____

Other: _____

RUBS: _____

TOTAL MONTHLY PAYMENT: _____

You are responsible for the following utilities:

Additional notes:

Please note a fee for liability insurance may be charged monthly if proper coverage is not submitted and approved through your tenant portal. Please refer to section #25 of your lease

RESIDENTIAL RENTAL AGREEMENT

1. IDENTIFICATION OF PARTIES AND PREMISES This Rental Agreement is made and entered into this _____ day of _____, between the following named persons:

(herein called "Tenants") and ShipRock Management (herein called "Landlord"). Subject to the terms and conditions set forth in this Rental Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, the premises located at:

Address: _____ Apt: _____

City: _____ State: _____ Zip: _____

(herein called "the premises"). The premises shall be occupied only by the above-mentioned Tenants. Tenants shall use the premises for residential purposes only and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than three days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Rental Agreement.

2. INDIVIDUAL LIABILITY Each Tenant who signs this Rental Agreement, whether or not said person is or remains in possession, shall be jointly and severally liable for the full performance of each and every obligation of this Rental Agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the premises regardless of whether such damages were caused by a Tenant or an invitee/guest of a Tenant.

3. TERM OF THE TENANCY The term of this Rental Agreement shall commence on:

_____ and shall continue from that date:

☐ a) on a month-to-month basis. This Rental Agreement will continue for successive terms of one month each until either Landlord or Tenants terminate the tenancy by giving two full calendar months written notice, as defined in this Rental Agreement, of an intention to terminate the premises. In the event such notice is given, Tenants agree to pay all rent up to and including the notice period. If Tenant gives less than two full calendar months written notice to move, or is evicted due to Rental Agreement violations, Tenant must still pay the full monthly rent until: (a) the rental unit is re-rented, or (b) the date this Rental Agreement ends.

☑ b) for a period expiring on _____ (A date in this field represents this is a term lease and should default as such) Should Tenants vacate before the expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement Tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement Tenant. If a new rental agreement is not in place, and neither party has given proper notice, the rental agreement will continue on a month to month basis (see paragraph a) and all other terms of this agreement will remain in force including the two full month calendar month notice.

4. NOTICE PERIOD: Before vacating at lease end, you must give a **TWO CALENDAR MONTH** written notice. The notice DOES NOT release your from liability for the full term of the lease as stated above. Two full calendar months notice is a period defined as starting on the first day of the calendar month and expiring on the final day of the following calendar month. In the event that proper written notice is given any time on or after the 2nd day of the first calendar month, the notice period will commence on the first day of the following month and conclude on final day of the calendar month after that. Unless, otherwise agreed upon by Landlord this Rental Agreement can only end on the final day of a calendar month.
Example: If Tenant gives proper written notice to Landlord on April 15th, the notice period would begin on May 1st and end on June 30th. If the Tenant gives proper written notice to Landlord on May 1st, the notice period would begin on May 1st and end on June 30th.

5. SHOWINGS Tenants agree to allow the landlord to show the property. Tenants also agree to keep the house/unit in "clean" condition for showings. Landlord will provide 24 hour advanced notice before entering the property for a showing. Landlord will also attempt to enter for showings only between the hours of 8 a.m. and 8 p.m., unless the parties to this lease agree otherwise. Landlord will also endeavor to provide Tenants with an anticipated time or window of time of entry for a showing. Landlord may leave a voice mail or send a text message as notification.

6. LEASE END TIME Tenants agree to have all personal belongings out of the unit and all keys returned to Landlord by 11:59am on the final day of the lease period. Tenants not returning keys at the end of the lease period will be liable for the cost of changing the locks. In the event that one or more of the Tenants has not vacated the premises at the time of lease end, a hold over fee of $100 per tenant per day will be charged.

7. PAYMENT OF RENT Tenants shall pay Landlord rent in the amount of $ _____ monthly. The rent payment is due on the first day of the month. Rent shall be paid by online payment only through Landlords web site.

8. TECHNOLOGY FEE Tenants agree to pay a monthly technology fee in the amount of $6.95 per account. In the event of roommates living together that pay rent separately, each individual would be a separate account. This fee may be increased with a 60 day notice to tenants.

9. LATE CHARGES AND RETURNED CHECKS If rent is paid after 11:59 pm on the fourth day of the month, there will be a late charge. The Late Fee is of 8% of the overdue rent payment.

Example: If all of the Tenants in a five bedroom house pay their rent on time except for one Tenant who paid their rent on the 8th day, that individual who paid late would be assessed a late fee.

If any payment given by Tenants to Landlord for the payment of rent or for any other sum due under this Rental Agreement is returned for insufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge of $30.00 plus late fees as stated in paragraph nine.

10. FAILURE TO PAY As required by law, Tenants are hereby notified that a negative credit report reflecting on Tenants' credit history may be submitted to a credit reporting agency if Tenants fail to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Rental Agreement.

Tenant acknowledges that the receipt and acceptance by Landlord of partial rent payments from Tenant, defined as any amount less than the full amount due and owing under the terms the Rental Agreement between the parties, does NOT constitute a waiver of Landlord's right to proceed against Tenant for breach of said Rental Agreement, including, but not limited to, the right to proceed with eviction proceedings and to obtain a money judgment against Tenant for the remaining rents owed as allowed under the terms of the Rental Agreement.

11. RE-RENT If the rental unit is vacated prematurely and must be re-rented for less than the rent due under this Rental Agreement, Tenant will be responsible for the difference until the date this Rental Agreement ends.

12. SECURITY DEPOSIT Before the commencement of this Rental Agreement, Tenants shall pay Landlord $_____as a security deposit. Landlord may use there from such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent or incurred fees, unpaid utility bills, repair damages to the premises exclusive of ordinary wear and tear, and to clean the premises if necessary. Landlord shall refund Tenants the balance of the security deposit after such deductions within twenty-one (21) days after the expiration of this Rental Agreement. If deductions have been made, Landlord shall provide Tenants with an itemized account of each deduction including the reasons for and the dollar amount of each deduction. If the total amount deducted from the security deposit exceeds the amount of the original security deposit, the balance owing will be billed to the Tenant.

****SECURITY DEPOSIT RETURN**** The security deposit will be returned to the Tenant within twenty-one (21) days after the completion of the Rental Agreement. For a full security deposit return, premise must be left as it was found. Absolutely all items (including all garbage) must be removed from property; premise must be thoroughly clean, with no damage, and a zero balance.

13. VACATE If the Tenant vacates the rental unit before the expiration of the Rental Agreement without Landlords written permission, or if the Tenant fails to occupy the rental unit after the Tenant has received notice that it is available, Landlord may charge the Tenant for all of the rent due under this Rental Agreement.

14. UTILITIES Tenants shall pay directly for all utilities, services and charges provided to the premises, including any and all deposits required. All utilities which Tenants are responsible for must be placed in Tenants name before receiving property keys. In the event Tenants fail to make this transfer Tenants will be charged $100.00 fee. Utilities not specifically listed below will be the responsibility of the Tenant.

a. Tenant pays: _____
b. Landlord pays: _____
c. Garbage Hauling: Due to municipal regulations, Landlord provides garbage service at your property.

Tenants therefore agree to pay Landlord for garbage hauling at a rate of $10.00 / per occupant per month. The monthly total rate for your household will be $_____ This payment will be due concurrently with the rent payment and due in advance. Garbage hauling is to be used for household garbage only. Tenant agrees to reimburse Landlord for any charges for excess garbage, electronics, and or large items that require additional charges.

15. UTILITY CONSUMPTION Tenants are responsible for notifying Landlord of any fixtures not properly working. Tenants further acknowledge that Landlord will not reimburse Tenants for increased consumption in utility usage due to unreported malfunctioning fixtures. For example, if Tenant fails to report a toilet that is running, Landlord will not reimburse Tenants for additional water or sewer charges. Furthermore, Landlord is not liable to reimburse Tenant for any non-used heating oil or propane.

16. OUTAGE Landlord shall not be liable to Tenant for the loss of heat, electricity, water or use of any facilities including parking areas, of the leased property if said loss is due to any reason beyond control of the Landlord.

17. PETS Pets are NOT allowed at this property without the express written consent of Landlord and a screening report from PetScreening.com

In the event pets are allowed, prior to bringing a pet into the property, both parties must complete a Pet Addendum. Please note there may be breed, age and size restrictions. In addition to signing the Pet Addendum, pet rent, carpet cleaning and/or a pet deposit may be charged. If an unauthorized pet is found on the premises a violation fine as later defined in this Rental Agreement will be imposed. In addition to the fine, Landlord reserves the right to ask for the pet's removal. If the unauthorized pet is allowed to stay; in addition to the fine(s), pet rent and /or a pet deposit will be required. Temporary pet sitting at the property is not allowed and will result in a Violation Fine. Unapproved service animals are not allowed and will result in a violation fine. No animal, bird or other pet shall be brought on or kept on the premises without Landlord's prior written consent, except for the following:

☑ a. None_____

☐ b. _____

Tenants acknowledge a pet friendly home may yield pet dander and other odors.

18. QUIET ENJOYMENT Tenants shall be entitled to quiet enjoyment of the premises. Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby tenant. There shall be no criminal activity and no nuisance event letters from the police or neighbors. In the event a non-emergency police call or nuisance call is received, tenants acknowledge they are liable for any fines charged by the city. Tenants also acknowledge these calls may result in a termination of the Rental Agreement and an eviction.

19. ASSIGNMENT, SUBLETTING AND OTHER OCCUPANT CHANGES No portion of the premises shall be sublet nor this Rental Agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Tenants shall, at the election of Landlord, be an irremediable breach of this Rental Agreement and cause for immediate termination as provided here and by law. In the event a sublet or assignment is permitted by the Landlord, there will be a $200 fee for each change in occupancy (ie Tenant Adding on during term, Sublets, etc). In addition, any person adding onto the rental agreement must be approved by all parties involved.

20. OCCUPANTS The names of all tenants of leased premises must appear on this Rental Agreement. Landlord must be notified and approval must be obtained for persons staying for more than three (3) consecutive days or for stays which may constitute residency.

21. POSSESSION OF THE PREMISES The failure of Tenants to take possession of the premises shall not relieve them of their obligation to pay rent. If Landlord is unable to deliver possession of the premises for any reason not within Landlord's control, Landlord shall not be liable for any damage caused thereby, nor will this Rental Agreement be void

or voidable, If Landlord is unable to deliver possession within 10 calendar days after the agreed commencement date, Tenants may terminate this Rental Agreement by giving written notice to Landlord, and shall receive a refund of all rent and security deposits paid.

22. CONDITION OF THE PREMISES Tenants agree to:

(i) properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises;

(ii) at Tenants expense, keep and maintain the leased premises and appurtenances in good, clean and sanitary condition and repair, during the term of this Rental Agreement and any renewal thereof, and upon termination of the tenancy, to surrender the premises to Landlord in the same condition as when Tenants first took occupancy, except for ordinary wear and tear;

(iii) irrigate and maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of rubbish and weeds, trimming all grass and shrubbery and removing all snow and ice from walkways and stairs as necessary to affect a safe, neat and orderly appearance to the property. If said property is a multiple unit dwelling (two or more units) all of the buildings Tenants accept the joint responsibility and liability of snow removal, lawn care, irrigation and weed and rubbish removal from the property. In the event the Landlord helps out from time to time with any of these tasks it still remains the Tenants responsibility;

(iv) notify Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the premises;

(v) reimburse Landlord for the cost of any repairs to the premises of damages caused by misuse or negligence of Tenants or their guests or invitees;

(vi) Tenants agree that the rental amount reflects consideration being given for any and all improvements, maintenance and on-going care of the property; and general maintenance (repairs) will be done pursuant to the terms of this Rental Agreement and any governing entity laws or ordinances.

Tenants acknowledge that they have examined the entire interior and exterior of the premises, including plumbing, heating and electrical appliances, smoke detector(s), fixtures, carpets, drapes and paint, and have found them to be in good, safe and clean condition and repair, except those items listed on the move in inspection form.

At the commencement of a residential tenancy, or within 14 days of occupying a unit, tenant may request an initial inspection of the residential unit for the purposes of identifying existing deficiencies in the rental unit to avoid deductions for the security deposit of the tenant at a future date. If the tenant requests an inspection, the landlord and tenant shall schedule the inspection at a mutually acceptable date and time.

Within a reasonable time after notification of either a landlord or residential tenant's intention to terminate the tenancy, or before the end of the lease term, tenant may request a move-out inspection. At a reasonable time, but no earlier than five days before the termination or the end of the lease date, or day the tenant plans to vacate the unit, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make a move-out inspection of the premises. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time.

Tenant acknowledge receipt of a move-in inspection form and further agree to return the move-in inspection addendum within seven days of the move-in date. If for any reason the move-in inspection is not completed, or not returned within the appropriate amount of time, the Tenants assume all responsibility for all damage that Landlord documents or finds.

23. REPAIRS, ALTERATIONS AND DAMAGES Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty pounds.

If the premises are damaged or destroyed as to render them uninhabitable, then either Landlord or Tenants shall have the right to terminate this Rental Agreement as of the date on which such damage occurs, through written notice to the

other party to be given within fifteen days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord only shall have the right to termination and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

24. HOLD HARMLESS Tenants expressly release Landlord, Landlord's agents, and all employees of Landlord from any and all liability for any damages or injury to Tenants, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of Landlord or Landlord's agents or Landlord's employees. Tenant agrees that Landlord is not responsible for actions, injury, harm or damages caused by third parties (i.e. guests, trespassers, or other tenant) not directly under the control of Landlord. Tenant further agrees to not make any claim against Landlord for loss or injury or damage sustained by or from insects, pests, fire, water, deluge, overflow, sewer back-up, or from malfunction or breakdown of appliances in the leased premises. Tenant additionally agrees to not make any claim for any loss of any articles by theft or from any other cause.

25. INSURANCE DISCLAIMERS Landlord does not maintain insurance to cover your personal property or personal injury. Landlord is not responsible to any Tenant, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other tenants, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

Landlord urges Tenant to get their own insurance for losses to personal property or injuries due to theft, fire, water damage, pipe leaks and the like. Tenant is required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of $100,000, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Minnesota. The carrier is required to add Landlord (ShipRock Management) as an interested party and provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

If Landlord deems your unit to not have adequate coverage to comply with this paragraph, Landlord will purchase coverage on your behalf and charge it back to you at the market rate on a monthly basis. Said coverage will only protect the property you are renting from ShipRock, not your personal contents.

INT: _____ _____ _____ _____ _____ _____

26. WATER DAMAGE Tenants are responsible for any damage caused by overflowing fixtures due to Tenants negligence or misuse.

27. EMERGENCY ENTRY AND INSPECTION Tenants shall make the premises available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or Tenants, or in case of emergency, or for semi-annual property inspections. Except in case of emergency, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour verbal or written notice shall be deemed reasonable, and reasonable hours shall be defined as 9:00am to 7:00pm Monday through Sunday. Except in the case of emergency, Landlord will also endeavor to provide Tenants with an anticipated time or window of time of entry. In order to facilitate Landlord's right of access, Tenants shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify Landlord in writing if Tenants install any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

28. TEXT MESSAGES By signing this agreement, you authorize ShipRock Management to send text messages to your cell phone to alert you of late rent, showings or other applicable notices relating to your residence. You understand that standard text messaging, data and phone rates may apply to any messages received from ShipRock and that ShipRock is not responsible for payment of those fees. You understand that you may remove this permission in writing at any time. Your phone number will not be used for advertising purposes, this is simply a tool to help communicate important notices in a timely fashion.

29. EXTENDED ABSENCES AND ABANDONMENT In the event Tenants will be away from the premises for more than four consecutive days, Tenants agree to notify Landlord in writing of the absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

Abandonment is defined as absence of the Tenants from the premises, for at least 10 consecutive days without notice to Landlord, If the rent is outstanding and unpaid for fourteen (14) days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenants are occupying the unit, Landlord may at Landlord's option terminate this Rental Agreement and regain possession in the manner prescribed by law.

30. SMOKE DETECTOR Tenant acknowledges that the Landlord has provided working smoke detectors and that it is the Tenant's responsibility to check it monthly and at Tenants expense, change the battery, or if hard wired, report any problems in its function. Further, Tenant acknowledges that any unauthorized person who tampers with a smoke alarm is guilty of a violation of the local governing entities uniform fire code and may be subject to a fine. The same holds true if a carbon monoxide detector is installed in the premises.

31. SMOKING By signing this agreement, Tenants agree that they will not smoke in the building or on any balcony/ deck attached to the building, including common areas such as hallways and laundry rooms. Smoking includes, but is not limited to, the smoking of cigarettes, cigars, marijuana, e-sigarettes, vapes or any other illegal substance. The property must be kept free of cigarette butts**.**

32. GRILLS / FIRES Tenant agrees to comply with any and all applicable local governing rules and regulations relating to outdoor grills and fires. Specifically, tenant acknowledges that in any structure containing three or more dwelling units, no person shall kindle, maintain, or cause any fire or open flame on any balcony above ground level, or on any ground floor patio within 25 feet of a structure.

33. KEYS/LOCKS Tenant is not allowed to change the entry door(s) lock to their unit or bedroom, At no time is a Tenant allowed to place any door latching hardware on their door(s) that involves screwing hardware into the door frame. If a tenant is locked out of the property and needs the landlord to provide access, a service charge will apply for entry to the apartment or home. This charge will be assessed on an hourly basis at the current rate of the maintenance staff.

Sets of Keys Received by Tenant(s) _____

34. PARKING Tenants agree to use only legal parking spaces and abide by any and all governing ordinances. This includes both on-street and off-street parking. Municipalities may issue a parking ticket to the tenant if they are not parking legally. If Landlord provides parking passes, these passes must be returned at the end of the lease. There will be a replacement fee for lost or stolen parking passes.

35. ADMINSTRATIVE FEES / FINES Tenants are liable for re-payment of any fines or fees that have been issued to a property or property owner by governing municipalities as a result of the tenant's actions or lack of actions. This includes the actions of guests, as well as tenants. These fines or administrative fees may be received by non-compliant off-street parking, police nuisance calls or City Inspections.

36. LEGAL BEDROOM Tenants agree to only use legal bedrooms as sleeping quarters. In the event that a Tenant does use a non-conforming room as a bedroom without the Landlord's knowledge, Tenant accepts full responsibility for all of the personal property within that room, and releases Landlord from any liability whatsoever for the person(s) occupying the non-conforming bedroom. Sleeping in a non-conforming bedroom is not only illegal, but is a fire hazard and very dangerous.

37. CLEANLINESS Tenant agrees that the condition of the leased premises shall be kept clean and orderly throughout. If first request to keep the leased premises presentable is disregarded, a professional cleaner will be hired and cost charged back to Tenant. Tenant will arrange activities so that leased premises are available to show during the day and early evening.

38. ABANDONED PROPERTY If Tenant shall abandon, surrender or vacate the leased premises during the term of the Rental Agreement, or be disposed by process of law, or otherwise, or after termination of this Rental Agreement any personal property belonging to the Tenant and left anywhere on, or within leased premises or associated property shall be deemed to be abandoned at the option of the Landlord and disposed by them in accordance with applicable authority.

39. COMMON AREA STORAGE PROHIBITED Tenant shall not store or place any personal property in common areas, including but not limited to hallways, stairwells, shared basements, shared garages, laundry rooms, or other shared spaces, without the prior written consent of Landlord. Any unauthorized storage of personal property in these areas is strictly prohibited and shall constitute a lease violation. Landlord may, at Tenant's expense, remove and dispose of any items left in common areas without liability to Landlord. Tenant assumes all risk of loss or damage to any personal property placed in common areas, whether authorized or not.

40. LAW Tenant agrees that violating laws within the rental unit is a Rental Agreement violation and that Tenant immediately loses the right to the premises upon the issuance of a citation by policing authority. Furthermore, Tenant agrees to immediately terminate the Rental Agreement at Landlords option, and vacate the leased premises after being cited by policing authority. Tenant specifically understands that the following activities will not be allowed on the premises: fighting, either within the leased premises or on/about the grounds; making, selling, possessing, purchasing or allowing illegal drugs or their use; illegally using or possessing firearms or any other dangerous weapons; or allowing prostitution or related activities; any of the previously mentioned activities whether caused by Tenant, invited guest, or uninvited guest is a violation of this Rental Agreement.

41. FORWARDING ADDRESS Tenant agrees, upon vacating the leased premises, to provide Landlord with their forwarding address. Should Tenant fail to do so, Tenant agrees to absolve Landlord of all responsibility to meet the local governing bodies' time lines for the return of deposits and the provision of an annual certificate of rent paid (CRP), if applicable.

41. LATE RENT EVICTION Landlord reserves the right to initiate an eviction at any time the rent is past due. Rent is DUE on the FIRST day of the month and PAST DUE on the SECOND day of the month.

42. LEAD BASED PAINT DISCLOSURE By initialing, Tenant acknowledges receipt of disclosure of information on lead-based paint and lead-based paint hazards. Landlord has no reports or knowledge of lead-based paint on the premises. Tenant have received a copy of the pamphlet, *Protect your Family from Lead in Your Home*, EPA publication EPA747-K-94-001. Tenants initial here:

INT: _____ _____ _____ _____ _____ _____

44. FURNITURE Indoor furniture is not allowed to be used, or stored in any outdoor areas of this property. Additionally, the Tenant shall not use or have any liquid-filled furniture on the premises without Landlord's prior written consent; including but not limited to aquariums larger than ten gallons and water beds of any size.

45. TRUST ACCOUNT WAIVER All monies collected by Landlord from any Tenant or Tenant representative will NOT be held in a trust account. They will be held in an account as selected by the Landlord. Monies collected would normally include, but are not limited to: security deposit, rent, application fees, late fees, NSF fees, damage fees and/or any banking fees. Moreover, you are agreeing that your security deposit will not be held in a Minnesota Department of Commerce chapter 82 approved trust account.

46. VOIDABLE CLAUSE If any of the included clauses/paragraphs is found to be void or voidable because of local governing laws, only the specific clause/paragraph is void. The Rental Agreement as a whole is not considered void or voidable and every other clause and paragraph is still fully intact and enforceable. It is not the Landlords intention to supersede any local governing laws.

47. ATTORNEYS/COLLECTION FEES In the event of any litigation arising from or related to this Rental Agreement, or the services provided under this Rental Agreement, Landlord, should it prevail, shall be entitled to recover from Tenant all reasonable costs incurred including, but not limited to, staff time, court costs, attorney's fees and all other related expenses incurred in such litigation. Landlord reserves the right to send outstanding balances to a collection agency. If monies received from a collection agency are charged a collection fee Tenant will be responsible for fees. Moreover, if any legal authority (including but not limited to a statute, rule ordinance or judicial precedent) specifies an action, circumstances, or an extent to which a tenant, directly, or indirectly, may recover attorney's fees in an action between the landlord and tenant, the Landlord is entitled to attorney's fees if the Landlord prevails in the same

type of action, under the same circumstances, and to the same extent as specified in the legal authority for the Tenant. In the event that words or terms of this clause conflict with words or terms of any other agreement or contract, the interpretation of this clause shall prevail.

48. RENTAL AGREEMENT VIOLATION: Tenants agree to comply with all portions of this Rental Agreement. Failure to comply with any section of the Rental Agreement is a Rental Agreement Violation. If a Rental Agreement Violation occurs from any of the following topics on this Rental Agreement: noise complaints, unauthorized residents, unauthorized pets, disabling smoke or CO detectors, smoking in home, non-compliance with parking regulations, non-compliance of building code or violations; landlord will charge and tenant agrees to pay a Violation Fine. A first infraction will result in a fine of $100, additional offenses will result in a $200 fine. Landlord reserves the right to end tenancy immediately with written notice to tenant upon any rental agreement violation.

49. RESIDENT CONTACT INFORMATION: Residents agree to update Landlord within 24 hours of obtaining a new phone number or email address. Landlord cannot be held responsible for notifications not received due to inaccurate contact information for resident.

50. PEST INFESTATION: Tenant agrees to report any non-routine pests including fleas, bedbugs, cockroaches to management within 7 days of move-in. If no report is made, it will be assumed that the Premises was delivered pest free. If pests are discovered during the lease term it will be presumed that the pests were introduced by the tenant unless proven otherwise. Tenant agrees to report pest issues to management as soon as it is known or identified to or by the Tenant. Management reserves the right to treat the premises for pests and charge tenant for treatment.

Tenant agrees to work with management to perform any necessary treatment. In the event that a non-routine pest infestation is treated and tenant does not comply with all directions for remediation, including but not limited to: furniture removal, clothes cleaning/storage or other items deemed reasonably necessary by the extermination company resident will be held liable for all costs of the treatment.

51. EARLY LEASE TERMINATION: Early Lease Termination may be an option. Please contact the Landlord to discuss available options. Approval for Early Lease Termination is not guaranteed and is subject to the Landlord's discretion.

52. PROFESSIONAL RELATIONSHIP: The relationship between a landlord and tenant is a business relationship. A courteous and businesslike attitude is required from both parties. If Resident or Resident guest is verbally abusive, swears, is disrespectful, makes threats, has been drinking, is argumentative, or in general displays an attitude throughout the lease term, ShipRock Management reserves the right to issue resident notice of lease termination.

53. ENTIRE AGREEMENT: This document constitutes the entire Rental Agreement between the Tenants and Landlord. This Rental Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Rental Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Rental Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law. NO ORAL AGREEMENTS HAVE BEEN MADE.

54. BREECH OF CONTRACT If Tenants fail to comply with any portion of this Rental Agreement, Tenants immediately forfeit entire security deposit, and Landlords do possess the right to terminate this Rental Agreement immediately.

55. ADDITIONAL PROVISIONS (Specify "NONE" if there are no additional provisions)

ShipRock reserves the right to rescind the lease if the deposit is not paid in 2 business days

56. ATTACHMENTS Any attachments to this Rental Agreement are a part of this Rental Agreement. If a term of any attachment conflicts with any term of this Rental Agreement, the attachment will be controlling as to the portion which it specifically applies. Any building rules that now stand or come forward from Landlord are considered attachments to this Rental Agreement. Landlord reserves the right to make rule additions and changes as situations dictate, but will provide written notice to Tenant.

Specific Attachments Include:

Crime Free Lease Addendum	☑ YES	☐ NO
Pet / ESA Addendum	☐ YES	☑ NO
Co-Signer Addendum(s)	☐ YES	☑ NO
Partial Lease Renewal	☐ YES	☑ NO
Garage / Storage Addendum	☐ YES	☑ NO
Other:_____	☐ YES	☑ NO

Landlord Date

Tenant 1 Date

Tenant 2 Date

Tenant 3 Date

Tenant 4 Date

Tenant 5 Date

Tenant 6 Date

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING OR EQUIVALENT

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.(MN Statute 152.092)

2. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agent(s) or tenants.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.

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.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

MANAGEMENT

by: ShipRock Management

(Resident)

(Resident)

Date signed: _____

Date signed: _____

Resident(s) acknowledge receipt of this addendum by signature of this document.