

AJ Management LLC

CONVENTIONAL LEASE

THIS LEASE AGREEMENT is made and executed on _____ by _____
(hereinafter called "Landlord") and _____ (here in after called "Resident").

LEASED PREMISES: The Landlord leases to the Resident and the Resident rents from the Landlord the premises located
at _____.

I/WE HEREBY AGREE: To rent Unit # _____ from _____ to _____ for \$ _____ per month.

No more than ____ person(s) will occupy said premises. Prior to the expiration of the lease, the Resident may sign a new lease agreement or give written notice of intention to vacate. If a new lease is not signed, or a written notice to vacate is given, by the Resident(s) will be considered to be vacating at the end of the current lease term and the premises shall be available for management to lease.

DELAY OF OCCUPANCY: In the event the Leased Premises are not ready for occupancy, or in the event the Owner is for any reason whatsoever unable to deliver possession by the commencement date of this Lease, Owner shall not be liable nor responsible for any claims, damages or liabilities and this Lease shall remain in full force and effect; provided, however, that Resident shall not be liable for the rent until Owner delivers possession of the Lease Premises to Resident.

1. RENT Is due on or before the 1st day of each month and if not received by 5:00 PM on the 5th of the month subject to a late charge of \$75. Management may take legal steps to enforce moving and/or payment. Rental payments shall be made payable to Mills Property Management, Inc. and delivered/ mailed to the Manager.

2. UTILITIES--The Resident agrees they are responsible for all necessary utilities and services that are not paid for by Landlord or included in the rent (IE: Electricity, Water, Sewer, Trash, etc.) and will pay the utility company directly through the end of the lease term. A \$75 fee, in addition to the actual invoice will be assessed if utilities are disconnected, or if the Resident fails to get utilities in his/her name.

3. SECURITY DEPOSIT-- Resident is responsible for damage done to the premises. A security deposit of \$ _____ has been paid and is hereby acknowledged by Landlord as initial security for lease performance and against breakage, loss, damage and clean up when vacating. Security deposit may not be applied as rent. Security Deposit will not be refunded if Resident defaults on this lease agreement and vacates prior to lease expiration. Rent will continue to be Resident's responsibility for remainder of lease or until the premises is re-rented. A carpet cleaning expense will be automatically deducted from the security deposit. If damage is in excess of security deposit, the Residents will be liable and billed accordingly.

4. ASSIGNMENT--Resident will not assign or sublet said premises or any part thereof.

5. RESIDENT'S PROPERTY--Resident will not remove or attempt to remove any goods or property from leased premises other than those belonging to Resident. Any property left by Resident after vacating premises, shall be considered the Landlord's and the right to disposal is at the option of the Landlord. Resident releases all claim to said property and claims against Landlord arising out of storage or disposition of said property. Any object or possessions left in the premises, storage space, or hallway, after vacating; or ownership of which is unknown, will be considered to have been abandoned by its owner and will be disposed of. The Landlord shall have the right to store or otherwise dispose of abandoned property. Abandoned property shall be considered the Landlord's and the right to disposal is at the option of the Landlord. Resident releases all claim to said property and claims against Landlord arising out of storage or disposition of said property. Any premises not occupied by the Resident and for which the correct rent HAS NOT been paid will be considered abandoned. All contents therein may then be removed and the premises re-rented.

6. PARKING- -All vehicles must be in operable condition and must be moved on a regular basis or they may be subject to ticketing and towing, at residents' expense. Landlord is not responsible for any parking tickets or towing expenses. Boats, trailers, snowmobiles, ATV's and similar items are not to be parked or stored in the parking lot without written permission. *Parking permits are required at some properties and must be visible while parked in the lot. *Garages are available for rent at some properties as well.

7. PETS- You will need to be aware of the status of the pet policy at the property where you reside:

- No pets = no pets are allowed in the building or upon the grounds, at any time, with you, your family, or guests. In the event that you violate this provision, you shall remit the sum of \$250.00 to Management immediately.
- Pet Friendly= Some properties are pet friendly. A pet addendum to your lease must be sign in order for a pet to be kept or allowed on the premises. Pet rent applies and will be collected each month. Resident will provide manager with appropriate veterinary paperwork in order for the pet to be approved to be on the property. Visiting pets are not allowed in the building or upon the grounds, at any time, with you, your family, or guests. In the event that you violate this provision, you shall remit the sum of \$250.00 to Management immediately.

8. REPAIRS AND ENTRY TO PREMISES--Resident will give prompt notice of any defects or breakage i the structure, equipment or fixtures of said premises to MANAGER. Resident will permit manager, maintenance staff, or Landlord's authorized representative tall reasonable or necessary

9. hours, to enter upon the premises for the purpose of inspection or to make repairs or to show the premises to any prospective renter, loan or insurance agent upon 24 hours' notice to the resident. Landlord shall in no event be liable for any damage to Resident's personal property occasioned by failure or defect of structure, equipment or fixtures. If any damage to the premises or equipment therein is caused by the misuse of Resident or guests, Landlord may at its option repair or pay for the repair and the Resident shall reimburse Landlord for the total cost of repairs or replacement.
10. ALTERATIONS, ADDITIONS, PAINTING OR IMPROVEMENTS-- Resident shall not make any changes to the premises.
11. INDEMNIFICATIONS -- Resident agrees to make no claim, and expressly waives any and all claims against the Landlord, Manager, and Mills Property Management, Inc. for / or on account of any personal injury sustained, or loss or damage to property caused on said premises, sidewalks adjacent or approaches thereto, or any loss of articles by theft or from any cause. The Resident releases Landlord from all liability for any loss, damage or inconvenience arising from FIRE or other CASUALTY. Resident acknowledges their responsibility to obtain renter's insurance to cover potential loss and liability exposure they may experience.
12. LOCK AND KEYS -- Resident is prohibited from changing or in any way altering locks installed on the doors of leased premises. Entry keys or codes will be furnished, along with mailbox key(s). Replacements are made at the expense of the Resident, and Resident will be charged for any keys not returned when vacating the premises.
13. RULES AND REGULATIONS - The Resident agrees to comply with all FEDERAL, STATE AND MUNICIPAL LAWS, ORDINANCES, ORDERS AND REGULATIONS. Resident acknowledges receiving, reading and accepting the Mills Property Management Rules and Regulations as a part of this binding lease agreement. Any violation of these rules and regulations shall be sufficient cause for termination of this lease. The Management operates in accordance with Title VIII of the Civil Rights Act of 1968, as well as the Fair Housing Amendments Act of 1988.
14. MANAGEMENT OBLIGATIONS AND RIGHTS -- Management is to keep all plumbing, heaters, appliances and mechanical equipment in good operating condition at no extra cost to Resident, unless service is required due to the Resident's neglect or carelessness. Residents will be billed for misuse which causes repairs. The Landlord is not liable for any damage or offset rent for any temporary interruption to any utility, or service provided to the Resident, such as heat, electric power, telephone, hot or cold water, or housing interruption from flood water, heavy rains, snow, or any other services or amenities provided.
15. LEASE MODIFICATIONS - This Agreement and the Rules and Regulations may be modified with written notice by Management. Tenants will be given at least a 30-day written notice before implementing the modification.
16. RESIDENT'S OBLIGATIONS -- Resident is to pay rent on time, exercise care and control of leased premises, report all damage to the manager, and to live peaceably with other Residents regarding their quiet enjoyment. **Residents are responsible for their guests and guest behavior.** Residents shall use reasonable care to keep the unit in such condition as to prevent health or sanitation problems from arising. Resident accepts the Leased Premises in good, clean condition, with no pests present. Residents understand that bringing used furniture, appliances, and fixtures into the unit may cause unwanted pests, insects, infestations etc. If a pest issue is suspected, notify the manager immediately prior to using over the counter treatments. Resident understands they will be liable for specific costs incurred during any needed extermination process. Resident understands management reserves the right to terminate this lease in the case of Resident's non-compliance with any extermination requirements to rid the unit of pests. Resident agrees to preserve the premises' safety, to keep it in good condition including safe and sanitary regular housekeeping practices and to refrain from intentionally or negligently destroying, defacing, damaging, impairing or removing any part of the premises, common areas or other property of LANDLORD. Resident is specifically responsible for costs of repairs and service charges resulting from their misuse of the refrigerator, range, microwave, dishwasher, washer and dryer, air conditioner, heating or any of the mechanical equipment; and for DRAIN BLOCKAGES, especially clogged toilets and sinks caused by disposable flush-away paper products, i.e.: diapers, sanitary napkins, tampons, paper towels, tissue or foreign objects. Resident is to pay whatever Court Costs and Attorney's Fees are incurred by the Management in enforcing its Rights by legal action under this lease or under any law of the City or State.
17. INSURANCE It is the Resident's responsibility to INSURE his/her personal possessions, and it is the Management's responsibility to insure the building properly. Broken glass is not insured and is the responsibility of whoever caused the breakage. Proof of renters insurance is required if Resident has a gas or electric grill on the premises. Charcoal grills are not permissible.
- Renters Insurance: You will need to be aware of the Renters Insurance policy at the property where you reside:
 - If a renters insurance Policy is required: Renters insurance in the amount of \$500,000 and a signed renters insurance addendum is required. One policy is required if it is a family household. If it is a roommate situation, each resident will be required to carry renters' insurance. In the event you violate this provision, a lease violation will be given, you shall remit the sum of \$250.00 to management immediately, you must obtain and show proof of renters insurance, and you must sign a renters insurance addendum.
18. CONDUCT OF RESIDENT -- If the Landlord shall at any time deem the tenancy of the Resident undesirable by reason of objectionable or improper conduct on the part of the Resident, the occupants of the leased premises, or visitors, causing annoyance to other Residents, then the Landlord shall have the right to terminate this lease by serving the Resident with notice of termination of lease or we may begin the eviction process. The retention of possession by the Resident shall constitute an unlawful and forcible detainer of the premises and the Landlord shall be entitled to the immediate possession of leased premises and may take possession or may avail itself of any remedy provided by law.

19. Residents shall remain liable for payment of their rent until the end of their lease term or until Landlord rents their leased premises to a new resident should this lease be terminated due to a violation of the Crime Free Lease Addendum. Residents who are terminated due to a violation of the Crime Free Lease Addendum may not enter the premises for any reason. Any such entry may be considered criminal trespass under D.C.L. 22-35-6 and may be prosecuted by the Landlord. This provision shall constitute notice as required by S.D.C.L. 22-36-6.

20. NO SMOKING - Smoking is prohibited on the premises. A \$250 fine will be assessed to Resident if Resident or resident's guest is found smoking anywhere within the building. You may smoke outside but cigarettes must be disposed of properly.

21. **VACATING PROCEDURE--** You are responsible for the entire term of your lease. If you plan on renewing you lease, a new lease must be signed before the deadline stated on your lease agreement. If you do not give written notice to vacate nor sign a new lease before the (deadline, it is understood that you will be vacating your home at the end of you lease term, and marketing will begin to lease your home to someone else upon your lease expiration. Staying beyond the lease end date, or failing to move after your lease expiration, may result in Civil Action against the Resident for recovery of Damages resulting therefrom. It is understood that rent will be paid for the full month in which vacating occurs.

WE HAVE READ AND ACCEPT THE ABOVE TERMS OF THIS AGREEMENT.

Resident Signature _____ Date _____

Manager Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature
Date

Resident Signature _____ Date _____