

# RESIDENTIAL LEASE

Tenant: \_\_\_\_\_  
 Unit #: \_\_\_\_\_



Skyview Estate Corporate  
 Office 641 Prentice Street  
 Granite Falls, MN 56241  
 Phone: 320-564-2255

Landlord and Tenant agree to the following terms.

Tenant: (list all persons, and their dates of birth, who will live in the Premise)

First Name	Last Name	Date of Birth

Landlord: City of Granite Falls Housing and Redevelopment Authority located at 641 Prentice Street, Granite Falls, MN 56241  
 Caretaker: John and Rae Ann Aus

<b>STREET ADDRESS OF PREMISES</b>		<b>UNIT NUMBER</b>
<b>DURATION OF LEASE</b>		
<b>STARTING DATE OF LEASE</b>		<b>DATE THIS LEASE ENDS</b>
<b>NOTICE PERIOD</b>	31 days and 32 days when applicable	
<b>MONTHLY RENT \$</b>		<b>SECURITY DEPOSIT \$</b>
<b>DUE DATE</b>		<b>LATE FEE \$20.00</b> <b>RETURNED CHECK FEE \$39.00</b>
<b>UTILITIES INCLUDES IN RENT</b>	None	
<b>UTILITIES PAID BY TENANT</b>	All	

The following is required by Minnesota Statutes, Section 504B.181

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is: John and Rae Ann Aus

The appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

**Additional Agreements** (if any). Attached are three (3) addenda which are made part of this Lease.

1. Smoking Policy (Smoke-Free Addendum with Acknowledgement)
2. Pet Policy Agreement
3. Move-In/Move-Out Check List

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

Landlord (print): \_\_\_\_\_

Tenant (print): \_\_\_\_\_

Landlord (signature): \_\_\_\_\_

Tenant (signature): \_\_\_\_\_

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

Tenant (print): \_\_\_\_\_

Tenant (signature): \_\_\_\_\_

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

**Tenant acknowledges receipt of the Lease by signature on this document**

## TERMS OF THIS LEASE

### 1. OCCUPANCY AND USE

- A. Only the Tenants and Occupants listed within this Lease may live in the Premises, except as allowed by law.
- B. The Premises, utilities and services shall be used only for common residential Uses.
- C. **SUBLETTING:** Tenant shall not sublet any part of the Premises.
- D. **TENANT PROMISES:**
  - a. Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other Tenants to peace and quiet, or allow his/her guests to do so.
  - b. To use the Premise only as a private residence, and not to engage in any activity or allow any condition that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in Landlord's insurance.
  - c. Will not to use or store on, or near the Premise any flammable, toxic, hazardous, or explosive substance.
  - d. Will not to interfere in the Landlord and operation of the Premise building.
  - e. The Tenant and/or any member of the Tenant's household, any guest of the Tenant, or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, possess or use any illegal drugs; or to

*The Housing and Redevelopment Authority in and for the City of Granite Falls (HRA) does not discriminate on the basis of race, color, religion, sex, national origin, age or disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all HRA services, programs and activities. Revised: March 2017*



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engage in prostitution, or any prostitution related activity; or to unlawfully use or possess any firearm; or to allow any stolen property on the premises.

## 2. RENT

- A. **PAYMENT:** Tenant will pay Landlord the full monthly rent on the first day of each month while this Lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by Landlord.
- B. **WHO IS RESPONSIBLE FOR RENT:** Each Tenant is individually responsible for paying the full amount of rent and any other money owed to Landlord.
- C. **LATE RENT FEE AND RETURNED CHECK FEE:** If Landlord does not receive the rent by the fifth day of the month, Tenant must pay a late fee of \$20.00 as additional rent. Tenant shall also pay \$39.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.
- D. **RENT INCREASES:** The Landlord shall have the right to increase rent by giving Tenant a 30 day written notice.
- E. **DUTY TO PAY RENT AFTER EVICTION:** If Tenant is evicted because Tenant violated a term of this Lease, Tenant must still pay the full monthly rent until: 1) the Premise is re-rented; 2) the date this lease ends; or 3) if the Lease is month-to-month, the next notice period ends. If the Premise is re-rented for less than the rent due under this lease, Tenant will be responsible for the difference until the date this lease ends, or if the Lease is month-to-month, until the end of the next notice period.

## 3. SECURITY DEPOSIT (*Minnesota Statutes 504B.178*)

- A. Landlord may keep all, or part of the security deposit to restore the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted. Including but not limited to, remedy of Tenant defaults in the payment of rent, or of other funds due to the Landlord pursuant to an agreement.
- B. In any action concerning the security deposit, the burden of proving, by a fair preponderance of the evidence, the reason for withholding all, or any portion of the security deposit shall be on the Landlord.
- C. Within 21 days after termination of the tenancy and Tenant provides Landlord a forwarding address, Landlord shall return the security deposit with interest or send a letter explaining what was withheld and why.

## 4. SECURITY DEPOSIT INTEREST (*Minnesota Statutes 504B.178*)

- A. Any deposit of money shall not be considered received in a fiduciary capacity, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple non-compounded interest at the rate of one percent per annum.
- B. Any interest amount less than \$1 shall be excluded from the provisions of this section.

## 5. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES (*Minnesota Statutes 504B.171*)

- A. Landlord and Tenant shall not unlawfully allow controlled substances in or on Premises or in the common area or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, giveaway, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.

## 6. PREMISES INSPECTION

- A. Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet.
- B. Tenant acknowledges that the Landlord/Manager will periodically inspect the unit during the lease.

## CONDITION OF PREMISE

### A. LANDLORD PROMISES:

- a. To keep the Premises and all common areas fit for use as residential premises.
- b. To keep the Premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant except when damage is caused by the intentional or negligent conduct of the Tenant or his/her guests
- c. Will maintain the Premise in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the Tenant or his/her guests.
- d. To keep the common areas clean and in good condition.

### B. TENANT PROMISES:

- a. Tenant shall not misuse the premises or allow his/her guests to do so.
- b. Tenant shall not paint or wallpaper the Premises.
- c. Tenant shall not make any structural changes in the Premises.
- d. Tenant shall not make alterations or additions.
- e. Tenant shall not remove any fixtures or furnishings supplied by Landlord.
- f. Tenant shall keep the Premises clean, and in compliance with all health and safety codes.
- g. Tenant shall give written notice to Landlord of any necessary repairs to be made.
- h. Tenant shall notify Landlord immediately of any conditions in the Premises that are dangerous to human health or safety, or which may damage the Premise or waste utilities provided by Landlord.
- i. Tenant shall notify Landlord when Tenant moves out, the Premises will be left in good condition, except for ordinary wear and tear.
- j. Tenant shall cooperate with Landlord's efforts at pest control. This may include, among other things, Tenant's emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminator to enter and treat the Premises, and required appropriate treatment of Tenant's personal property.

## 7. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY

- A. If the Premise is destroyed or becomes uninhabitable or unfit for occupancy through no fault or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this lease. To end the Lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the date the Premises became unfit for occupancy.
- B. If the Premises is destroyed or becomes uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall give prompt written notice to Tenant.

## 8. DURATION OF LEASE

- A. **FAILURE TO GIVE POSSESSION:** If Landlord cannot provide the Premise to Tenant at the start of this Lease, Tenant cannot sue Landlord for any resulting damages but Tenant will not start paying rent until he/she gets possession of the Premise.
- B. **MOVING OUT BEFORE LEASE ENDS:** If Tenant moves out of the Premise before the date this lease ends, Tenant is responsible for rent and any other losses or costs including court costs.
- C. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Tenant wishes to move out of the Premise on the date this lease ends, Tenant must give Landlord prior written notice equal to the notice period. If Tenant fails to give proper notice, Landlord may a) extend the Lease for one notice period and b) raise the rent. If Tenant stays in the Premise after the date this lease ends, with the approval of Landlord, and Tenant and Landlord have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except a) the duration shall be changed to month-to-month, and b) Landlord may raise the rent.
- D. **TERMINATION AND ALTERATION OF MONTH-TO-MONTH LEASES:** When the Lease is month-to-month, Landlord and Tenant may terminate the Lease only by giving the other party written notice equal to the notice period. A notice to terminate a Lease is effective on the last day of a month. Landlord may change any of the terms of a month-to-month Lease, including the amount of rent, by giving Tenant written notice at least equal to the notice period.
- E. **MOVING OUT OF THE PREMISE:** Tenant will move out of the Premise when this Lease ends. If Tenant moves out after this Lease ends, Tenant will be liable to Landlord for any resulting losses including rent and court costs.



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## 9. RIGHTS OF LANDLORD

- A. **EVICTION:** If Tenant violates any of the terms of this Lease, Landlord may terminate this Lease immediately and without prior notice. If this Lease is terminated but Tenant does not move out voluntarily, Landlord may bring an eviction action. If Tenant violates a term of this Lease but Landlord does not terminate this Lease, or bring an eviction action, or sue Tenant, Landlord does not waive the right to take any of these actions for any other violation of any term of this Lease. Under state law, a lawful seizure from any Premise of any illegal object or controlled substance, including drugs, constitutes unlawful possession of the Premise by the Tenant, and is grounds for an immediate eviction action.
- B. **EVICTION AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between Landlord and Tenant that, pursuant to Minn. Stat. §504B.291, subd.1(c), acceptance by Landlord of less than the full amount of rent due from Tenant does not waive Landlord's right to recover possession of the rental premises for nonpayment by Tenant of balance of rent owed Landlord.
- C. **ATTORNEY'S FEES AND ENFORCEMENT COSTS:** If Landlord brings any legal action against Tenant, Tenant must pay Landlord's attorneys' fees incurred up to \$999.00, and other expenses related to the legal action, including fees paid to a collection agency and court costs, and even if rent is paid after the legal action is started.
- D. **LANDLORDS RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.
- E. **LANDLORDS LEGAL RIGHTS AND REMEDIES:** Landlord may use its legal rights and remedies in any combination. By using one or more of these rights or remedies Landlord does not give up any other rights or remedies it may have. Acceptance of rent does not waive Landlord's right to evict Tenant for any past or existing violation of any term of this Lease.
- F. **LEASE IS SUBJECT TO MORTGAGE:** The Premise building may be mortgaged or may be subject to a contract for deed. Tenant agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to Tenant's rights. For example, if a mortgage on the Premise building is foreclosed, the person who forecloses on the Premise building may, at their option, terminate Tenant's lease.

## 10. LIABILITY OF TENANT AND LANDLORD

- A. **DAMAGE OR INJURY TO Tenant OR HIS/HER PROPERTY:** Landlord is not responsible for any damage or injury that is done to Tenant or his/her property, guests or their property that was not caused by Landlord. Landlord recommends that Tenant obtain Renter's Insurance to protect against injuries or property damage.
- B. **TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.
- C. **ACTS OF THIRD PARTIES:** Landlord is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other Tenants, guests, intruders or trespassers) who are not under Landlord's control.
- D. **TENANT SHALL REIMBURSE LANDLORD FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by Tenant, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs Landlord has because of abandonment of the Premise or other violations of the Lease by Tenant, such as costs for advertising the Premise.
- E. **WHEN PAYMENTS ARE DUE:** Any amount owed by Tenant is due when Landlord asks for it. Landlord does not give up its right to any money owed by Tenant because of Landlord's failure or delay in asking for any payment. Landlord can ask for any money owed by Tenant before or after Tenant moves out of the Premise.

## 11. RESTRICTIONS.

- A. **WATERBEDS:** Tenant shall not have water beds or other water-filled furniture on the Premises.
- B. **PETS:** Skyview Estates is a pet-friendly community, restrictions apply. Tenants are restricted to the number of pets (cats and/or dogs) that are allowed to occupy the Premises. Tenants are limited to a maximum of two pets. Refer to the Pet Policy Agreement.
- C. **Prohibited Pets:** Birds (aves), fish (antigonia), chickens (g. gallus) and fowl are not permitted inside/outside and/or in/on the Premises.
- D. **LOCKS:** Tenant shall not add or changes locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense.
- E. **VEHICLES:** Tenant shall have NO motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises, except in a garage. ["Curtilage "means the grounds surrounding the building in which the Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be able parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.
- F. **ALTERATIONS:** Tenant(s) may not install any paneling, flooring, partitions or make any alterations to the unit. This includes and is not limited to painting and wallpapering. Doing so will result in the loss of security deposit and all additional costs to restore the unit to its original condition will be at the expense of the Tenant(s).

**12. SMOKING POLICY:** Skyview Estates is a smoke free Premise. The activity of smoking is not permitted in individual units, garages or any structure situated under a continuous roof. If a Tenant and/or Tenant's guest choose to smoke it must be done so outside of the unit and in a manner to not affect its neighbors. Tenants are responsible for keeping the outdoor environment of the Skyview Estates property free of smoking debris such as cigarette butts, lighters, any and all smoking apparatus and accessories. Failure to abide by the Smoking Policy will result in forfeiture of security deposit plus damages.

**13. SATELLITE DISH RECEIVERS AND EXTERIOR ANTENNAS:** Tenant shall not affix a satellite receiver or exterior antenna to any part of the Premises. Failure to comply will result in forfeiture of security of deposit plus damage. All exterior antenna and satellite receivers installed before May 11, 2015 are excluded.

## 14. MISCELLANEOUS

- A. **FALSE OR MISLEADING RENTAL APPLICATION:** If Landlord determines that any oral or written statements made by Tenant in the rental application or otherwise are not true or complete, then Tenant has violated this Lease, may be evicted, and may be liable for damages and additional costs and penalties under applicable law.
- B. **BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE; NO ORAL AGREEMENTS:** Any attachments to this Lease are a part of this Lease. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. Landlord's building rules are a part of this Lease, and Landlord may make reasonable changes in these rules at any time by giving Tenant written notice. No oral agreements have been made. This Lease and its attachments and any other written agreements are the entire agreement between Tenant and Landlord.
- C. **NOTICES:** All Tenants agree that notices and demands delivered by Landlord to the Premise are proper notice to all Tenants, and are effective as soon as delivered to the Premise.

# PET POLICY AGREEMENT

A pet agreement must be completed for each pet.  
**Tenants are limited to a maximum of two pets.**

COMMUNITY: _____		
TENANT: _____		
ADDRESS & APT. #: _____		
PET TYPE: _____	PET NAME: _____	BREED: _____
COLOR: _____	WEIGHT: _____	AGE: _____
DATE: ____ / ____ / ____		

**Tenant agrees to the following terms and conditions:**

1. The term pet includes domestic dogs (canines) and cats (felines).
2. Birds (aves) and fish (antigonia) are not permitted at Skyview Estates.
3. Only the pet listed above is allowed to be kept on the premises.
4. Tenant warrants that pet is housebroken and has no history of causing physical harm or injury to persons, animals, or property.
5. Tenant warrants that the pet has no vicious history or tendencies.
6. Each Tenant is responsible for cleaning up after his/her own pet, indoors and outdoors, immediately after each occurrence.
7. When outside with the pet, the Tenant must accompany the pet, have it leashed, and not allow it to get more than a few yards away, so that it may not injure, disturb, frighten, or annoy other people.
8. Tenant will not allow pet to cause any danger, damage, nuisance, undue noise, or health hazard.
9. Tenant agrees to register, license and immunize pet in accordance with all local laws and regulations.
10. Pets may not be allowed to damage or dirty the apartment, common areas, or the property of others.
11. All dogs and cats must wear a pet identification tag listing the owner's name and address.
12. Tenant agrees to be responsible for any damages or claims brought by any person as a result of the behavior of the Tenant's pet. Management may require Tenant to obtain and provide proof of liability insurance as a condition of this agreement and the continuance of this agreement.
13. Tenant(s) agree(s) that the management reserves the right to revoke permission to keep the pet, should the Tenant break any of the Rules and Regulations listed in this agreement.
14. Pet Fees and Deposits
  - Tenant agrees to pay the following one-time non-refundable pet fee: **\$200.00**
  - Tenant agrees to pay the following monthly pet fee: **\$20.00** per pet

I agree to follow the rules and regulations listed above.

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Management/Landlord

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



## Smoke-Free Addendum with Acknowledgement

This Addendum is attached to and made a part of the Lease commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ for the premises located at \_\_\_\_\_.

Tenant, and all members of Tenant’s family or household, are parties to a written lease with Landlord/Landlord. This Addendum states additional terms, conditions, and rules relating to Tenant’s occupancy. A breach of this Lease Addendum shall give Landlord all of the rights contained herein as well as the rights in the Residential Lease. Tenant agrees as follows:

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs in the apartment complex from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. **Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant, and members of Tenant’s household, have been designated as smoke-free. Tenant, members of Tenant’s household, and guests are not permitted to smoke anywhere inside of the apartment, or the building which includes the garage where the Tenant’s apartment is located. Tenant agrees and acknowledges that this policy applies to all guests and visitors of Tenant and that a violation of this policy by Tenant, members of Tenant’s household, guests, visitors, or persons coming to Tenant’s apartment or the building because of Tenant, shall be a breach of this lease and grounds for termination of Tenant’s occupancy agreement and forfeiture of security deposit.

**CONTINUED**

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SIGN BELOW **AFTER** READING BOTH SIDES OF THIS DOCUMENT.  
LANDLORD AND TENANT AGREE TO THE TERMS OF THIS DOCUMENT.

Agreed to:

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord/Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date



## **Smoke-Free Addendum with Acknowledgement**

Tenant agrees to inform guests and visitors to Tenant's premises of these policies and to use reasonable efforts to secure Tenant's guests' and visitors' compliance with this policy even if it extends to conduct by Tenant's guests and visitors outside of Tenant's apartment.

4. **Disclaimer by Landlord/Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free housing option, and efforts to designate the apartment community as smoke-free, does not in any way change the standard of care that a landlord or managing agent would have to a tenant household or render buildings and premises designated as smoke-free any safer, habitable, or improved in terms of air quality standards than any other rental premises.

Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other residential property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's enforcement of this Addendum is dependent in large part on the voluntary compliance of residents. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher degree of liability, responsibility, or duty of care to such residents other than to take reasonable steps to enforce this Addendum.

5. **Tenant's Remedy.** In the event that Tenant believes Landlord has not enforced the terms and conditions of this Smoke-Free Lease Addendum in a reasonable manner, then Tenant's sole remedy shall be as follows:
- a. Tenant shall give Landlord a fourteen (14) day notice stating Tenant's grounds for believing Landlord has not reasonably fulfilled its obligations under this Smoke-Free Lease Addendum.
  - b. If Landlord has not cured the breach of this Addendum within fourteen (14) days by taking reasonable steps to enforce the Smoke-Free Lease Addendum, then Tenant may file a rent escrow action and request that the Court terminate Tenant's lease. Tenant's sole remedy for alleged breach of this Smoke-Free Lease Addendum by Landlord shall be to obtain a Court Order to terminate the lease.
6. **Acknowledgment.** Tenant acknowledges that this Smoke-Free Lease Addendum has become a requirement at an apartment community where smoking has been permitted in the past. Tenant acknowledges that the terms and conditions of this Smoke-Free Lease Addendum do not presently apply to all households in the apartment community and that some residents, and their family members and guests, will continue to have the right to smoke in their apartments until the end of the lease term. Landlord agrees, however, to take reasonable steps to require all residents under term leases to sign new leases at the time of lease renewal that contain this Smoke-Free Lease Addendum.

