

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of _____ by and between Win Win Housing Solutions, LLC, John Peterson, President ("Landlord"), and

_____. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant:

Address: 913 N 14th Av E Duluth, MN

Bedrooms: 3

Baths: 1

Parking: 1 off street

Laundry: if the laundry is non coin and the machine must be replaced, it will be replaced by a coin operated set at \$1.00 per load.

CHECK APPLIANCES INCLUDED

- | | |
|--|--|
| <input checked="" type="checkbox"/> REFRIGERATOR | <input checked="" type="checkbox"/> CLOTHES WASHER |
| <input checked="" type="checkbox"/> KITCHEN STOVE | <input checked="" type="checkbox"/> CLOTHES DRYER |
| <input type="checkbox"/> MICROWAVE | <input type="checkbox"/> WINDOW UNIT AIR CONDITIONER |
| <input type="checkbox"/> DISHWASHER | <input type="checkbox"/> GAS GRILL |
| <input type="checkbox"/> GARAGE DOOR OPENER | <input type="checkbox"/> VACUUM CLEANER |
| <input type="checkbox"/> DEHUMIDIFIER | <input type="checkbox"/> <u>2</u> ELECTRIC TIMERS |
| <input checked="" type="checkbox"/> HOUSE NOTEBOOK | |

KEYS. Each tenant will be given:

Exterior Doors: 2

Bedroom Door: 0

If all keys are not returned to the Landlord at the end of the Lease, the Tenant shall be charged \$20.00 per key unless the landlord deems it necessary to re-key the locks, in which case the charge will be the actual costs of re-keying.

TERM. The lease term will begin sometime on June 1, 2015 and will terminate on May 31, 2016 at noon.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$_____, payable in advance on the first day of each month with one check. Lease payments shall be made to the Landlord at Win Win Housing Solutions, P.O. Box 390485, Edina, MN 55439-0485 which may be changed from time to time by Landlord. Rent is "paid" when the Landlord receives it, not when mailed or sent by Tenant.

EACH TENANT RESPONSIBLE: Each tenant is responsible for all the money due to the Landlord under this Lease, not just a propionate share.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$_____ to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. _____ paid at lease signing. Balance of _____ due by _____.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall provide at least 48 hours' notice to Landlord of any anticipated extended absence (defined as 48 hours) from the Premises (except in cases of emergency, then notice shall be provided the first day of the absence). If the Premises are broken into and/or damaged while unoccupied, Tenant agrees to pay all reasonable and ordinary costs to repair damage to the Premises unless Tenant has taken the following Preventative Measures: 1) Left a light on in the basement of the Premises; 2) Set two timers (provided by the Landlord) for a.m. and p.m. on/off cycles appropriate to the season; 3) Contracted at Tenant's expense with the Landlord for provision of snow removal under two inches from walks and the driveway to be driven on to leave tracks; and 4) all interior doors are left unlocked while the house is unoccupied. If the Tenant has taken the foregoing Preventative Measures, Landlord shall pay all reasonable and ordinary costs to repair damage to the Premises. Notwithstanding anything herein to the contrary, Tenant shall be solely responsible for damage to or theft of all Tenant's personal property regardless of the reason for damage, theft or any Preventative Measures taken or omitted by either Tenant or Landlord.

OCCUPANTS. The Premises may not be occupied (occupancy defined as more than 8 consecutive days or 10 days in 30) by more than 3 person(s), unless the prior written consent of the Landlord is obtained.

PETS. Pets shall not be allowed without the prior written consent of the Landlord. At the time of signing this Lease, Tenant shall pay to Landlord, in trust, a deposit of \$400.00 per pet, to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this Lease. If the pet weighs more than 20 pounds the tenant shall provide proof of renters insurance with liability coverage of \$500,000.00. The pet shall have a license with the city of Duluth. No pet considered dangerous or a high risk by the insurance industry will be allowed. No pet under one year old will be allowed.

CARPETS: At lease end all carpets must be professionally cleaned or the tenants clean them using the dry cleaning process made available by the landlord for a charge of \$25.00 per day for the machine and the actual cost of the cleaning supplies.

SMOKE ALARMS: Tenants will notify the landlord of any smoke alarms in need of maintenance. If they disarm a smoke alarm and do not notify the landlord within 24 hours they will pay a \$50 (fifty) charge per smoke alarm per incident.

PARTIAL PAYMENTS: If the landlord accepts a partial payment for the rent, the rent is still late and the landlord has not waived any of his rights under the law.

SPOKESPERSON: The tenants shall appoint a spokesperson who shall be the point of communication with the landlord. Any information provided to the spokesperson shall be considered as communicated to all tenants.

CLEANLINESS: The tenant is responsible to complete the house and its yard in a clean, orderly, neat and safe manner and pest free.

UTILITIES DEPOSIT: If the house is a duplex rented as one unit the tenants shall pay a utility deposit of \$_____ for the utilities shared between the two units (gas, water/sewer, and one electric meter). This deposit is due at move in.

TENANT PAYS FOR DAMAGE: Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by willful or irresponsible conduct of the Tenant or by person under Tenant's direction or control.

LANDLORD'S NON-WAIVER: Payments other than rent are due when the Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after Tenant vacates the premises.

ATTORNEY'S FEES: The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.

PREMISE'S INSPECTION: Landlord and Tenant inspected the Premises together and signed an inspection sheet. The tenant may make a copy of it at the time of the inspection or the landlord shall email the Tenant a copy within 21 days of the inspection. When the lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet.

LANDLORD'S PROMISES:

A. The premises and all common areas are fit for the use intended by the Landlord and Tenant.

B. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or person under Tenant's direction or control.

C. Landlord shall keep the premises up to code unless a violation of the codes has been caused by the willful or irresponsible conduct of the Tenant, Tenant's guests, or a person under Tenant's direction or control.

TENANT'S PROMISES

A. Tenant shall not allow damage to the Premises

B. Tenant shall not allow waste of the Utilities or Services provided by the Landlord.

- C. Tenant shall make no alterations or additions.
- D. Tenant shall remove no fixtures.
- E. Tenant shall not paint the Premises.
- F. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.
- G. Tenant shall use the Premise only as a private residence.
- H. Tenant shall not use the Premises in any way that would cause a cancellation, restriction, or increase in premium in Landlord's insurance.
- I. Tenant shall notify Landlord in writing of any repairs to be made.
- J. Tenant shall recycle or dispose of trash properly and legally.

RESTRICTIONS:

A. Waterbeds: Tenant shall not have water beds or other water-filled furniture on the Premises.

B. Locks: Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have lock cylinders rekeyed or the code changed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.

C. 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 a commercial service or larger than a pickup truck. Any exceptions to the above must be in writing by the landlord and consistent with state and city ordinances. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to the Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.

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

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

VACATING: When moving out, Tenant must:

- A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss.
- B. Completely vacate the Premises, including storage units, garage and parking stalls.
- C. Give Landlord a forwarding address.
- D. Give Landlord all keys and personal property issued for Tenant's use such as garage door openers and tools.

PREMISES DESTROYED, UNINHABITABLE, OR UNFIT FOR OCCUPANCY:

A. If the Premise is destroyed or becomes totally uninhabitable or completely 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 day the Premises became unfit for occupancy.

B. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of the Tenant or a person under Tenant's direction or control, Landlord may end this lease. Landlord shall give prompt written notice to Tenant.

BREACH OF LEASE [RE-ENTRY CLAUSE]: If Tenant materially breaches this lease, Landlord may do these things:

A. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).

B. Demand in writing that Tenant give up possession to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action). Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.

C. Bring an eviction action immediately (unlawful detainer action).

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

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

ATTACHEMENTS ARE A PART OF LEASE. NO ORAL AGREEMENTS:

Attachments to this lease (Care and Safety Manual, Cleaning for Move Out Letter, Crime Free Ordinance, Social Host Ordinance) are a part of this lease. No oral agreements have been made. This lease with its attachments is the entire agreement between the Landlord and Tenant.

NO SMOKING. Neither the tenants nor their guests may smoke within the house

STORAGE. Tenant shall be entitled to store items of personal property in the basement during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY MOVED ON TO THE SITE: Any item the landlord determines is a liability and/or insurance risk may not be moved into or onto the property (E.g. trampoline, weapons without safety cabinet, etc.)

CABLE: The house is cable ready. Dish TV or its equivalent may not be added to the

house.

SNOW REMOVAL AND LAWN CARE: Lawn care and bush maintenance is provided by the landlord. Snow removal over two inches is provided by the landlord. The tenant must remove snow under 2 inches. The landlord will provide two shovels. Tenant may take responsibility for all snow removal for a \$33/month reduction in rent. If the tenants takes responsibility for snow removal and does not do it, the landlord will remove the snow and the tenant will be billed.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LOCKOUT. If the Tenant becomes locked out of the Premises, the Tenant will be charged \$70.00 to regain entry.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

QUIET ENJOYMENT. The Landlord promises that on paying the rent and performing the promises and agreements contained in this Lease Agreement, the Tenant shall peacefully and quietly enjoy the leased premises for the agreed term.

PARTIES. No more than 8 people may be present for a party of any type at one time without the express verbal pre-approval by the landlord. The tenants shall be fully responsible for any damage to the premises in its entirety (even if it exceeds the deposit) which occurs during a party. In the event the tenant organizes or allows a party which results in a neighbor complaint verified by the landlord or police action, the tenant acknowledges that such an event is likely to create a burden for the landlord, either in the form of additional administrative work in dealing with the police or neighbors, or by detracting from landlord's or the property's reputation. As a consequence, the tenant agrees to pay, in addition to rent due hereunder or any compensation for damage to the premises, a \$300 administrative fee to the landlord within 15 days. Further, a police incident is grounds for eviction at the landlord's discretion.

USE OF PREMISES. By signing this lease the tenants agree that they have read the Crime Free Ordinance and the Social Host Ordinance and they will be bound by them.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law

to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. Tenant shall pay a late fee equal to 8% of the rent for each payment that is not paid within 5 days after its due date. If a returned check causes the rent to be late, the late fee is due.

HOLDOVER. Tenant acknowledges that the tenancy ends at 12:00 noon on May 31st, 2016 (the "Termination") and that Landlord will need to take possession of the Premises at that time and date in order to ready the Premises for a new tenant and/or to make repairs or updates to the Premises. If Tenant maintains possession of the Premises by mutual agreement with the landlord for any period after the Termination ("Holdover Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to the normal payment rate set forth in the Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease. If the tenant maintains possession of the Premises without the landlord's written consent, Tenant agrees to pay rent at the rate of \$50 per hour during the Holdover Period, or a maximum of \$300 per day. Tenant agrees that the rates specified herein for rent during the Holdover Period are reasonable and necessary to Landlord's ability to maintain the Premises and timely deliver possession of the Premises to a subsequent tenant.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$15.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now

exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, or email addressed as follows:

LANDLORD:

Name: Win Win Housing Solutions, LLC, John Peterson, President
Address: Win Win Housing Solutions, P.O. Box 390485, Edina, MN 55439-0485
Email: john@win-win housingsolutions.com

TENANT:

Name(s):
Address: 913 N 14th Av E Duluth MN

Email: As provided in the tenants' rental applications.

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Minnesota.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

LANDLORD:

Win Win Housing Solutions, LLC, John Peterson, President

TENANT:

**DISCLOSURE OF INFORMATION ON LEAD-BASE-PAINT
AND/OR LEAD-BASED HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). Lead based paint exists throughout the two levels.

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents). _____

(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) Tenant has received copies of all information listed above.

(d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

[21U.S.C. 802] or possession of drug paraphernalia as provided in Minnesota Statutes Section 152.092. A tenant shall be deemed to be in possession of a controlled substance if any amount is located in the tenant's rental unit even if the tenant denies knowledge of the controlled substance unless the tenant provides a notarized statement made under oath by a person, other than the tenant or a member of the tenant's household, that the controlled substance was in their possession and the tenant had no knowledge of the controlled substance; or

(4) Any violation of Chapter 34 of this Code; or

(5) Any act that jeopardizes the health, safety and welfare of the landlord, the landlord's agent or other tenants, or guests of tenants of a licensed premise;

(6) Any act that is prohibited by the smoking policy for the premises on which the dwelling is located;

(7) The following circumstances shall be deemed to be exceptions to the definition of disorderly behavior:

(A) An "emergency call" within the definition of Minnesota Statutes Section 609.78 and Subd.3, will not be considered an instance of disorderly behavior when the victim and suspect are "family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B 01, Subd. 2 (b) and there exists a report of domestic abuse as defined in the Domestic Abuse Act, Minnesota Statutes Section 518B 01, Subd. 2 (a);

(B) An "emergency call" within the definition of Minnesota Statutes Section 609.78, Subd. 3, will not be considered an instance of disorderly behavior if the call is a result of a tenant or guest of a tenant taking action to seek emergency assistance that is protected by Minnesota State Statute 504B.205;

(b) Guest of the tenant. Any person present at the licensed premise by either the express or implied consent of a tenant;

(c) Licensed premise. A rental unit, all common areas of the building in which a rental unit is located, all accessory structures and improvements located upon the real property, and the real property upon which a rental unit is located;

(d) Tenant. The lessee pursuant to a rental agreement and any member of the lessee's household;

(e) Smoking policy disclosure. A disclosure of the smoking policy for the premises on which the dwelling is located. The disclosure must state whether smoking is prohibited on the premises, allowed on the entire premises (except where prohibited by other federal, state or local law) or allowed in limited areas on the premises. If the smoking policy allows smoking in limited areas on the premise

Sec. 29A-40. Licensee duties; mandatory rental agreement terms.

(a) It shall be the responsibility of any tenant to ensure that all tenants and all guests of a tenant while on or about the licensed premise not engage in disorderly behavior;

(b) The licensee shall cause the commencement of an unlawful detainer or other eviction proceedings pursuant to the provisions of state law if a tenant violates the provisions of clause (c) of this Section on three or more occasions during a 12 month period;

(c) Except for rental agreements related to occupancy of a state licensed residential facility, and except as otherwise preempted by federal or state laws and regulations, all rental agreements for the occupancy of a rental unit entered into on or after January 1, 2009, shall be assumed to contain the following provisions:

(1) No tenant or guest of a tenant shall engage in disorderly behavior while on or about the licensed premise;

(2) No tenant or guest of a tenant shall aid or abet disorderly behavior occurring on or about the licensed premise;

(3) No tenant or guest of a tenant shall conspire with others to engage in disorderly behavior on or about the licensed premise;

(4) No tenant shall permit a guest of the tenant to engage in disorderly behavior on or about the licensed premise;

(5) Any violation of paragraphs 1-4, above, shall constitute a material violation of the rental agreement and shall constitute good cause for the immediate termination of the rental agreement;

(d) The licensee, prior to the commencement of the term of the rental agreement shall provide to the lessee(s) a written notice that contains the definition of disorderly behavior as provided by Section 29A-38(a), above, and the provisions of clause (c) of this Section and shall maintain a written acknowledgment signed by the lessee(s) acknowledging receipt of such notice;

(e) The licensee, prior to the commencement of the term of any rental agreement beginning on or after July 14, 2010, must include a smoking policy disclosure as part of the rental agreement. (Ord. No. 9932, 10-13-2008, § 1; Ord. No. 10032, 6-14-2010, § 3.)

2) Social Host Ordinance

Sec. 8 29.5. Social host allowing consumption by minor.

(a) Purpose and findings.

The city council intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons criminally responsible who host events or gatherings where persons under 21 years of age possess or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol consumption. A deterrent effect will be created by holding a person criminally responsible for hosting an event or gathering where underage possession or consumption occurs;

(b) Definitions.

For purposes of this Section, the following terms have the following meanings:

(1) Alcohol. Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced;

(2) Event or gathering. Event or gathering means any group of three or more persons who have assembled or gathered together for a social occasion or other shared activity;

(3) Host. Host means to aid, conduct, allow, entertain, organize, supervise, control or permit a gathering or event. Host does not include a landlord, mortgagee, hotel or motel owner or operator who has not actually participated in knowingly furnishing alcohol for an event or gathering;

(4) Parent. Parent means any persons having legal custody of a juvenile:

- (A) As natural, adoptive parent or stepparent;
- (B) As a legal guardian; or
- (C) As a person to whom legal custody has been given by order of the

court;

(5) Person. Person means any individual, partnership, co-partnership, corporation or any association of one or more individuals;

(6) Residence or premises. Residence or premises means any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation;

(7) Underage person. Underage person is any individual under 21 years of age;

(c) Prohibited acts.

(1) It is unlawful for any person(s) to host or allow an event or gathering at any residence, premises, or on any other private or public property where alcohol or alcoholic beverages are present, and when the person knows, or reasonably should know, that an underage person will, or does, consume any alcohol or alcoholic beverage or possess any alcohol or alcoholic beverage with the intent to consume it, and the person fails to take reasonable steps to prevent possession or consumption by the underage person;

(2) A person is criminally responsible for violating this Section if the person intentionally aids, advises, hires, counsels, or conspires with or otherwise procures another to commit the prohibited act;

(3) A person who hosts an event or gathering need not be present at the event or gathering to be criminally responsible for a violation of this Section;

(d) Exceptions.

(1) This ordinance does not apply to conduct solely between an underage person and his or her parents while present in the parent's household;

(2) This ordinance does not apply to legally protected religious observances;

(3) This ordinance does not apply to licensed retail sellers of intoxicating liquor or 3.2 percent malt liquor, or bottle club permit holders, who are regulated by Minn. Stat. Chapter 340A, or Duluth City Code Chapter 8;

(4) This ordinance does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment;

(5) This ordinance does not apply to medical procedures or treatment authorized by a physician, nor to law enforcement activities supervised by a law enforcement agency;

(e) Enforcement. This ordinance can be enforced by any police or peace officer of the state;

(f) Penalty. Violation of this Section is punishable as set out in Section 1-7. (Previous language repealed by Ord. No. 9895, 3 10 2008, ' 9; new language added by Ord. No. 9900, 4 14 2008, ' 1.).

