

Diamond Property Management, LLC

300 N CORPORATE DR • SUITE 280 • BROOKFIELD, WI 53045
(262) 439-9959

1. Residential Rental Agreement

1.1 THE AGREEMENT

This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions identified in the rest of this agreement.

1.2 TENANTS

<<Tenants (Financially Responsible)>>

<<Other Occupant(s)>>

1.3 PREMISES:

Address: <<Unit Address>>

Included Furnishings:<<Appliances Included>>

1.4 RENT

Rent of <<Monthly Rent>> for Premises and <<Monthly Charges>> is/are to be received no later than the **1st** day of each month and is payable at **300 N. Corporate Dr. Suite 280, Brookfield, WI 53045**. If rent is received after **the 5th day of the month** the Tenant shall pay a late fee of \$ **50**. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement.

1.5 LANDLORD

Landlord: (is location and complex specific)

Agent for Services of Process:

- Diamond Property Management, LLC , 262-439-9959, 300 N. Corporate Drive Suite 280, Brookfield, WI, 53045

Agent for Maintenance Management:

- Diamond Property Management, LLC, 262-439-9959, 300 N. Corporate Drive Suite 280, Brookfield, WI, 53045

Agent for Collection of Rents:

- Diamond Property Management, LLC , 262-439-9959, 300 N. Corporate Drive Suite 280, Brookfield, WI, 53045

1.6 TERM

For a term of 12 months beginning on <<Lease Start Date>> and ending on <<Lease End Date>>.

An agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

1.7 UTILITIES

The following utilities are included with your rent and are paid by the landlord.

- (is location and complex specific)

The remaining utilities should be paid for by the tenant.

- (is location and complex specific)

1.8 SECURITY DEPOSIT

Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$<<Security Deposit Charges>> to be held by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

1.9 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT

Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

1.10 NOTICE TO VACATE

Lease for Term- No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy** - Written notice must be received by the other party at least twenty eight (28) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a calendar month. The tenant agrees not to terminate the month-to-month tenancy and vacate the unit during the months of November, December, January, February.

1.11 CONTROLLING LAW

Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

1.12 CONDITION OF PREMISES

Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

1.13 RENTERS INSURANCE RECOMMENDED

Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

1.14 TIME IS OF THE ESSENCE

As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law. *Time is of the essence* means that a deadline must be strictly followed.

1.15 SPECIAL PROVISIONS

You and your guests are allowed to smoke outside only.

Pets and Water Beds are not permitted unless indicated otherwise in writing.<<Move-in Date>>

1.16 RENTAL DOCUMENTS

Landlord **has given Tenant** a copy of the Residential Rental Agreement as well as any **Rules and Regulations**, if applicable, for review prior to entering into this Agreement **and** prior to accepting any earnest money or security deposit.

1.17 POSSESSION AND ABANDONMENT

Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

1.18 ABANDONED PROPERTY

If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

1.19 USE OF PREMISES AND GUESTS

Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

1.20 NON-LIABILITY OF THE LANDLORD

Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

1.21 CRIMINAL ACTIVITY PROHIBITED

Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

1.22 DANGEROUS ITEMS AND ACTIVITIES PROHIBITED

Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/ rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

1.23 MAINTENANCE

Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

1.24 NO MODIFICATIONS TO PREMISES

Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

1.25 BREACH AND TERMINATION

Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, this lease may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

1.26 RESPONSIBILITY FOR UTILITIES

Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

1.27 RENT

Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

1.28 REPAIRS

Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

1.29 CODE VIOLATIONS AND ADVERSE CONDITIONS

Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

1.30 NOTICE OF DOMESTIC ABUSE PROTECTIONS

1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest, (b) A person who was the tenant's invited guest, but the tenant has done either of the following: (1) Sought an injunction barring the person from the premises, (2) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

1.31 DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair the damages as soon as reasonably possible.

1.32 ENTRY BY LANDLORD

Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

1.33 EXTERMINATION COSTS

Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

1.34 RULES

Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

1.35 CONTINUATION OF AGREEMENT

If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other arrangements have been made in writing.

1.36 ASSIGNMENT OR SUBLEASE

Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

1.37 MODIFICATIONS AND TERMINATION

This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

1.38 SEVERABILITY OF RENTAL AGREEMENT PROVISIONS

The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

1.39 NON-WAIVER

Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Rules and Regulations

2.1 TENANT(S):

<<Tenants (Financially Responsible)>>

<<Unit Address>>

2.2 GENERAL RULES

1 These rules and regulations are necessary to insure the proper use and care of the property as well as to insure the protection and safety of the landlord, his employees, other tenants, and neighbors.

2 Tenant will be responsible for the conduct of any and all family members, guests, invitees, and/or others under tenant's control.

3 The term "tenant" is defined broadly and includes, all persons named in the rental agreement, their family members, guests, invitees, and/or others under their control.

4 Landlord will not tolerate criminal activity or any other activity that disturbs others or damages the property.

5 Landlord has the right to make other reasonable rules and regulations as may be necessary for the safety of others and the property.

6 A violation of these rules and regulations constitutes a material breach of tenant's rental agreement and may result in termination of tenancy and eviction.

7 These rules and regulations will be enforced strictly and without exception.

X _____
Initial Here

2.3 USE OF THE PROPERTY

8 The term "property" is defined broadly and includes, but is not limited to, the home or apartment building, individual rental units, common areas, grounds upon which the home or apartment building is located, and any other associated physical structures.

9 The property is to be used as a personal residence only and is for the individuals listed on the rental agreement only.

10 The property shall not be used to operate any form of business for any reason, including but not limited to, a child-care facility.

11 The property shall not be used for any illegal activity whatsoever or for any activity that in the opinion of the landlord will damage the property.

12 Tenant shall not do anything in the premises or on the property that may increase the risk of fire or compromise safety, increase the landlord's insurance premiums, or which would be a violation of state or local laws or regulations.

- 13 Tenant shall not keep any hazardous items on or inside of property including, but not limited to, paint, lacquer, turpentine, paint thinner, acetone, gasoline, motor oil, pesticides, herbicides, kerosene, propane, lighter fluid or any other hazardous, flammable or combustible items.
- 14 Tenant shall not possess or use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of landlord, create an unreasonable risk of injury or damage, without the prior written consent of landlord.
- 15 No rummage sales, or sales of any kind, may be held on the property without the prior written consent of landlord.
- 16 No car washes, for profit or otherwise, may be held on the property without the prior written consent of landlord.
- 17 Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended.
- 18 Tenant agrees not to destroy, deface, damage, or remove, any part of the property.
- 19 No live Christmas trees.
- 20 Garages cannot be used for any purpose other than vehicle parking or storage.
- 21 Tenant shall not interfere in any way with appliances or utilities provided by the landlord without prior written consent of the landlord.
- 22 No satellites or antennas are allowed without prior written consent of the landlord.
- 23 No item shall be thrown or dropped from the building.

X _____
Initial Here

2.4 APPEARANCE & UPKEEP OF PROPERTY

- 24 Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the rental unit or on the property without the prior written consent of landlord.
- 25 Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets, or sheets are not allowed.
- 26 Tenant agrees to keep the rental unit in a clean, safe, and sanitary condition and not litter the property.
- 27 Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall only use the proper wattage of bulb as specified on the light fixture.
- 28 Tenant is responsible for replacing any batteries for smoke alarm and carbon monoxide detectors located within the rental unit.
- 29 Tenant agrees to regularly and properly dispose of garbage and recyclable materials and to place such items in the proper receptacles provided for that purpose.
- 30 Neither garbage nor recyclable materials shall be kept on the porch, common areas, or grounds. Tenant agrees to comply with any and all laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials.
- 31 If tenant wishes to dispose of any large items, it is the responsibility of tenant to make special arrangements in accordance with local ordinances and laws, to dispose of such items. Any charges incurred by landlord as a result of tenant's failure to comply with the above will be the responsibility of the tenant.
- 32 Tenant agrees to keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common areas or on the grounds and will be immediately removed and disposed of by landlord. Any costs incurred by landlord to remove tenant's property will be the tenant's responsibility.
- 33 Tenant shall cooperate with the landlord to keep common areas and grounds in a safe and clean condition.
- 34 Tenant agrees to promptly notify landlord of any maintenance or repair issues.
- 35 Tenant shall not use balconies or patios for any purpose other than a place to stand or sit. No items or equipment are permitted on patios or balconies other than normal balcony furniture.
- 36 Tenant is responsible for removal of any snow accumulation on balconies or patios.
- 37 Common areas shall not be obstructed in any way.
- 38 Tenant shall keep the glass and screens in the windows and doors in good repair.

X _____
Initial Here

2.5 ADDITIONAL RULES AND REGULATIONS

39 MODIFICATIONS TO PROPERTY Tenant is prohibited from making any alterations, additions, or improvements to the inside or outside of the property, including but not limited to, painting, varnishing, wallpapering, or installing any fixtures, without the prior written consent of landlord. Should tenant make any alterations, additions or improvements in violation of the above, landlord may immediately remove it and tenant will be responsible for all costs incurred by landlord to return the property to its original condition. Tenant is not authorized to instruct any contractors hired by landlord to provide any additional services not previously authorized by landlord.

40 DAMAGE TO THE PROPERTY If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by tenant, tenant will be responsible for the repair costs incurred by landlord. Tenant must reimburse landlord for any repair costs within fifteen (15) days of demand.

41 CHANGING LOCKS Tenant will not install additional or different locks or gates on any doors or windows in the property without the prior written consent of landlord. If landlord approves tenant's request to install or change locks, tenant agrees to provide landlord with a new key within twenty four (24) hours. Tenant will be responsible for any repair costs incurred by landlord to gain entry to property if tenant does not provide landlord with a new key within twenty four (24) hours. Tenant shall not give any keys to the property to any person other than those listed on the rental agreement without the prior written consent of landlord.

42 PLUMBING Tenant will be responsible for the cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities by tenant. Tenant will not dispose of any cloth, metal, glass, wool, plastic, condoms, feminine hygiene products, or similar items in the toilet, sink, or garbage disposal. Tenant will immediately report to landlord in writing if any pipes or faucets are leaking or if any toilet continues to run. Tenant will not leave water running except during actual use. Tenant will only do laundry in designated areas and during the posted hours unless otherwise approved by landlord.

43 SMOKING No smoking is allowed on the property at any time unless otherwise indicated in writing by landlord. Any damage to the property as a result of tenant's smoking will be the tenant's responsibility.

44 WATERBEDS No furniture filled with liquid, including but not limited to waterbeds, is allowed on the property without the prior written approval of landlord.

45 LOITERING Tenant will not loiter, congregate, or play in common areas of the building, including but not limited to the hallways, stairways, basement, garages, storage areas, and driveways.

46 NOISES & ODORS Tenant will not make or permit noises or acts that will disturb the right or comfort of other tenants and/or neighbors. Tenant agrees to keep the volume of any radio, stereo, television, computer, musical instrument, or any other device at a level that will not disturb other tenants or neighbors.

47 GUESTS Tenant is responsible for the conduct of any and all guests. No guest shall remain overnight in the property for more than two (2) weeks within a three (3) month period without the prior written consent of landlord. No guest shall remain on the property unless tenant is also present.

48 PETS Pets are not permitted on the property at any time without the prior written consent of landlord.

49 GRILLING No grilling is allowed within ten (10) feet of the property. No grilling is allowed on any balcony or porch. Only covered grills are allowed to be used - no fire pits or bonfires allowed. Any grilling materials must be removed from common areas and/or grounds after use. Indoor storage of gas grills, gas tanks, charcoal, or lighter fluid is prohibited.

50 SUBLETTING / ASSIGNMENT Tenant is not allowed to sublet or assign the rental unit, or any part of it, without the prior written consent of landlord.

51 VEHICLES Only vehicles authorized by landlord may be parked on property. Tenant must register the license plate number, model, and make of tenant(s) vehicle(s). Vehicles of tenant's guests must be parked in designated spaces, if any, otherwise they must be parked on the street. Tenant's guests or invitees may not park their vehicles in other tenant's parking spaces. Tenant shall not park any unregistered, unlicensed, or inoperable vehicles on the property. Tenant shall not park any commercial or recreational vehicles on the property without the prior written consent of landlord. At no time is tenant allowed to repair vehicles on the property, including but not limited to, changing flat tires and/or changing oil. Any unauthorized, unregistered, or inoperable vehicles on the property may be ticketed and/or towed. Tenant shall not drive any vehicle on the grass or sidewalk at any time. Vehicles must be maintained in reasonably good repair and shall not drip fluids or cause damage to landlord's property. If tenant's vehicle causes any damage to the property, such costs to repair, will be the tenant's responsibility. Tenant shall not wash any vehicles on the property without the prior written consent of landlord.

52 INSURANCE It is tenant's responsibility to obtain insurance coverage for their personal property stored on the property. Landlord shall not be responsible for any loss or damage to tenant's property unless the loss or damage was the result of landlord's negligent acts or omissions.

53 NON-WAIVER Any failure to act by Landlord with regard to any specific violation or breach of these Rules and Regulations by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant.

X _____
Initial Here

2.6 GENERAL STATEMENT ABOUT THE RULES AND REGULATIONS

A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Non-Standard Rental Provisions

3.1 NON-STANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your landlord may assess and withhold from your security deposit.

By initialing at the bottom of this document, tenant acknowledges that landlord or landlord's agent has specifically identified each nonstandard rental provision with tenant prior to entering into a rental agreement.

X _____
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3.2 LATE FEE

A late fee of **\$50.00** will be assessed as set forth in the rental agreement upon all late rental payments. These fees may be deducted from tenant's security deposit.

X _____
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3.3 RETURNED CHECK/STOP PAYMENT FEE

If any payment by tenant is returned unpaid due to insufficient funds or for any other reason, tenant will be charged a fee of **\$25.00** per occurrence. If landlord incurs any other costs or fees as a result of tenant's payment being returned due to insufficient funds or for any other reason, tenant will also be responsible for the actual costs incurred by landlord as a result. These fees and costs may be deducted from tenant's security deposit.

X _____
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3.4 GARBAGE/TRASH REMOVAL

If tenant leaves garbage or trash in hallway, outside of door of unit, or in any other common area of building or yard which is not designated for the deposit of garbage or trash, tenant will be assessed a fee of **\$25.00** plus the actual costs incurred by landlord to remove the garbage or trash. These fees and costs may be deducted from tenant's security deposit.

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3.5 FAILURE TO PROPERLY DISPOSE OF RECYCLABLES

It is the tenant's responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinance. If tenant fails to separate recyclable materials and deposit them in the appropriate containers, tenant will be assessed a fee of **\$25.00** for each occurrence plus the actual costs incurred by landlord to properly dispose of the recyclables. These fees and costs may be deducted from tenant's security deposit.

X _____
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3.6 LAWN MOWING/SNOW REMOVAL

If tenant fails to mow the lawn and/or remove snow from sidewalks or other designated areas within a reasonable time period, tenant will be assessed a fee of **\$50.00** plus the actual costs incurred by landlord to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs imposed on landlord due to tenant's failure to comply with law or local ordinances regarding lawn mowing and/or snow removal. These fees and costs may be deducted from tenant's security deposit.

X _____
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3.7 PARKING

Tenant may park their vehicle in the designated area or space as set forth in the rental agreement. If tenant parks vehicle anywhere other than the designated area or space the tenant will be assessed a fee of **\$10.00** for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the premises and the above-mentioned fee will also be assessed against tenant for each day that this rule is not followed. Tenant must insure that all visitors follow the above rules or risk being assessed the above-mentioned fees. These fees may be deducted from tenant's security deposit.

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3.8 FAILURE TO PERMIT ACCESS TO UNIT

If tenant fails to permit access to unit after landlord has properly complied with all notice provisions set forth in Wis. Stat. ch. 704 and Wis. Admin. Code §ATCP 134, tenant will be assessed a fee of **\$25.00** for each occurrence. Tenant will also be liable for any damages and/or costs incurred by landlord as a result of tenant's failure to allow access to unit. These fees and costs may be deducted from tenant's security deposit.

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3.9 RETURN OF KEYS/GARAGE DOOR OPENER

If tenant fails to return all keys and garage door openers provided by landlord when vacating, tenant will be assessed a fee of **\$200.00**. This includes all keys, including but not limited to, mailbox, laundry, and storage keys. These fees may be deducted from tenant's security deposit.

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3.10 DAMAGE, WASTE OR NEGLECT

Tenant is responsible for any damage, waste or neglect to the Premises including but not limited to the: building, grounds upon which the building sits, rental unit, and any common areas. The Premises should be left in the same condition that it was received less any normal wear and tear. If there is any damage, waste or neglect to the Premises, Tenant will be charged the actual costs incurred by Landlord up to **\$95.00** per hour plus the costs of any materials. These fees and costs may be deducted from the Tenant's security deposit.

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3.11 MODIFICATIONS TO UNIT

Tenant is not allowed to make any modifications to unit without the written consent of landlord as set forth in the rental agreement. If tenant makes modifications to unit without the written consent of landlord then tenant will be charged the actual costs to return the unit to its original condition. Such charges may be deducted from tenant's security deposit.

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3.12 UNAUTHORIZED GUESTS/PETS

Tenant is not allowed to have guests occupy the unit for more than two (2) weeks within a three (3) month period without the prior written permission of the owner (except for children born to or adopted by the tenant). Tenant is not allowed to have any pets occupy the unit without prior written authorization. If an unauthorized person occupies the unit for more than two (2) weeks within a three (3) month period the tenant will be responsible for an additional \$100.00 charge per month for each unauthorized person. If an unauthorized pet occupies the unit the tenant will be responsible for an additional **\$100.00** charge per month for each unauthorized pet. Such charges may be deducted from tenant's security deposit.

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3.13 RE-RENTAL COSTS

If tenant vacates the unit without proper notice or is removed from the property for failure to pay rent or any other breach of rental agreement, tenant is liable for all charges permitted under §704.29, Wis. Stats., including but not limited to all costs incurred to re-rent the vacated unit and all utilities for which tenant is responsible through the end of the term of the rental agreement, subject to the landlord's duty to mitigate. Such charges may be deducted from tenant's security deposit

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3.14 FAILURE TO VACATE AT THE END OF LEASE OR AFTER NOTICE

If tenant remains in possession without consent of landlord after expiration of lease or termination of tenancy by notice given by either landlord or tenant, or after termination by valid agreement of the parties, tenant shall be liable for any damages suffered by landlord because of tenant's failure to vacate within the time required. In absence of proof of greater damages, landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. Should the tenant's hold over result in the loss of any portion of rent by the landlord, tenant shall be responsible for any lost rent. Such charges may be deducted from tenant's security deposit.

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3.15 FAILURE TO CLEAN APPLIANCES

Tenant is responsible for cleaning all appliances provided by the landlord that are within the unit prior to vacating. The appliances should be as clean upon vacating as they were when tenant moved into unit. If tenant fails to clean appliances in unit prior to vacating tenant will be assessed a fee of **\$100.00** per appliance. Such fees may be deducted from tenant's security deposit.

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3.16 FAILURE TO CLEAN UNIT/FAILURE TO REPAIR DAMAGE

Tenant is responsible for cleaning the unit prior to vacating. Tenant is responsible for repairing any damage to unit before vacating. The unit should be as clean upon vacating as it was when tenant moved into unit. The unit should also be free of damage. If tenant fails to clean unit or repair damage prior to vacating then tenant will be assessed the actual costs incurred by landlord up to **\$50.00** per hour plus the cost of any materials. Such fees and costs may be withheld from tenant's security deposit.

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3.17 WHEN TO USE THIS DOCUMENT

A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant's security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was provided by a government-owned utility, to the extent that the landlord becomes liable for tenant's nonpayment; (e) unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under §66.0435(3), Wis. Stats., to the extent that the landlord becomes liable for the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant prior to entering into a rental agreement with the tenant. If the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant and that the tenant has agreed to it. §704.28(2), Wis. Stats.

X _____
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By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
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4. Addendum to Apartment Lease

4.1 ADDENDUM TO APARTMENT LEASE

This addendum is being attached to the Lease between the undersigned Lessor and the undersigned Lessee for the purpose of modifying certain terms and conditions of the Lease.

4.2 MOLD INFORMATION AND PREVENTION

To minimize the occurrence and growth of mold in the Leased Premises:

<<Unit Address>>

the Resident hereby agrees to the following:

- Resident shall clean and dust the dwelling on a regular basis and shall keep the dwelling, particularly the kitchen and bath, clean.
- Resident(s) shall remove any visible moisture accumulation on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Turn on exhaust fans in the kitchen and bathroom prior to showering or cooking.
- Resident(s) shall promptly notify management, in writing, of the presence of:
 - A water leak, excessive moisture, or standing water inside the Leased Premises or community common area.
 - Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol, PineSol Disinfectant, Tilex Mildew remover, Clorox Cleanup, or a combination of water and bleach.
 - A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.
- Resident(s) shall be liable to Owner for damages sustained to the Leased Premises as a result of Resident's failure to comply with the terms of this Addendum.

4.3 CARPET CLEANING

Tenant is responsible for having all carpets in the rental premises:

<<Unit Address>>

cleaned prior to vacating and supplying Landlord with a receipt or other acceptable proof to confirm that cleaning was done. If Tenant fails to have the carpets cleaned and/or fails to supply Landlord with proof of cleaning, Tenant must reimburse Landlord for all costs incurred to have the carpets cleaned. Landlord is not allowed to deduct the cost of carpet cleaning from Tenant's security deposit, however Landlord may deduct for any damage, waste or neglect of the carpet from Tenant's security deposit.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 SIGNING THE ELECTRONIC LEASE

Typing and signing my name below qualifies as my legally binding signature as per the Uniform Electronic Transactions Act (UETA) and creates legally enforceable rights.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed