

Birchwood Management NE LLC

201 Air Park Drive • Watertown, WI 53094
(920) 253-2206



1. Residency and Financials

1.1 PARTIES AND PREMISES

This Agreement for the lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions:

Tenant(s): <<Tenants (Financially Responsible)>>

Co-Signers: Co-Signer Name

Co-Signer IS or IS NOT Residing (check one): ☐ Is Residing ☐ Is Not Residing

Other Occupants (minors under 18 years of age): <<Other Occupant(s)>>

and us, the Owner/ Agent: <<Property Name>> for use as a private residence only.

Landlord's Agent for maintenance, management, service of process and collection of rent:

Name: <<Property Name>>

Address: 2610 Trojan Drive Green Bay, WI 54304

Email: leasing@birchwoodne.com

Phone: 920-497-2311

You've agreed to rent the property located at: <<Unit Address>>

Rental Term (check one): ☐ 12 Month Term ☐ Month to Month Term

1.2 TERM

First Day of <<Lease Start Date>>

Last Day of Term: <<Lease End Date>> this agreement is only for the stated term and is NOT automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

1.3 RENT

Rent Amount: <<Monthly Rent>> per month due on or before the first (1st) day of each month, in full and without notice must be paid, no cash accepted. Rent shall be paid to <<Property Name>> through the Secure Online Tenant Portal with AppFolio. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

1.4 UTILITIES

Tenant must pay all utility charges that are separately metered or subject to cost allocation as follows:

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Air Conditioning	Hot Water	Trash/Recycling
Included in Rent	☐	☐	☐	☐	☐	☐	☐
Separately Metered	☐	☐	☐	☐	☐	☐	☐

1.5 SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall pay a security deposit in the amount of <<Security Deposit Charges>>, to be held by Landlord.

Tenant's security deposit,

less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises as established in Wis. Stats. §704.28(4). Pursuant to Wisconsin Administrative Code §ATCP134.06(3), Landlord and Tenant agree that Landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

- (a) Tenant damage, waste and neglect of the Premises, except for normal wear and tear, or for other damages or losses for which Tenant cannot reasonably be held responsible under applicable law.
 - (b) Unpaid rent for which Tenant is legally responsible, subject to Wis. Stats. §704.29.
 - (c) Payment that Tenant owes under this Lease for utility service provided by Landlord but not included in the rent.
 - (d) Payment that Tenant owes for direct utility service provided by a government-owned utility, to the extent that Landlord becomes liable for Tenant's nonpayment.
 - (e) Unpaid monthly municipal permit fees assessed against Tenant by a local unit of government under Wis. Stats. §66.0435, to the extent that Landlord becomes liable for Tenant's nonpayment.
 - (f) Any other payment for a reason provided in the Nonstandard Rental Provision document that is part of this Lease.
- Tenant is responsible for giving Landlord Tenant's new address. When Tenant vacates the Premises, Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

1.6 OCCUPANCY

Tenant agrees that no more than 2 persons shall occupy a 1-bedroom apartment, no more than 4 persons shall occupy a 2-bedroom apartment, and no more than 6 persons shall occupy a 3-bedroom apartment. List any persons, in addition to Tenant(s), who will reside in the Premises: <<Tenants (Financially Responsible)>> <<Other Occupant(s)>> Co-Signer Name

1.7 MOVE-IN INSPECTION; PRE-EXISTING DAMAGES

Tenant acknowledges receipt of Landlord's Move-In Inspection sheet which Tenant agrees to complete and return to Landlord by the 8th day of the tenancy. Tenant may request, in writing, a list of physical damages and defects, if any, charged to the previous tenant's security deposit no later than the 8th day of the tenancy.

1.8 LANDLORD'S RIGHT TO ENTER

Landlord may enter the Premises, at reasonable times with at least 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 upon consent of Tenant, 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 in which they are located from damage.

1.9 NOTICE NECESSARY TO TERMINATE MONTH-TO-MONTH TENANCY

If the Term section of this Lease indicates a month-to-month tenancy, the tenancy can be terminated by either Landlord or Tenant only by giving to the other party written notice complying with Wis. Stats. §704.19, except that at least 60 days' notice must be given. A month-to-month

tenancy can be terminated only at the end of a monthly rental period.

Notwithstanding the foregoing, nothing in this section prevents termination of the tenancy before the end of a rental period because of an imminent threat of serious physical harm, as provided in Wis. Stats. §704.16, or for criminal activity or drug-related criminal activity, nonpayment of rent, or breach of any other condition of the tenancy, as provided in Wis. Stats. §704.17.

Landlord shall not terminate tenancy if the Tenant or someone who lawfully resides with the Tenant, is the victim, as defined by s.950.02(4) of that crime.

1.10 TENANT REQUEST TO EXTEND FIXED RENTAL TERM

If the Term section of this Lease indicates a fixed rental term and Tenant desires to continue the tenancy beyond the last day of the rental term, Tenant agrees to provide a written request to so continue at least 60 days before the last day of the rental term. Landlord will consider the request and, if granted, Landlord will prepare a lease amendment or new lease for execution by the parties before the last day of the rental term.

1.11 MOVE-OUT INSPECTION

Upon vacating the Premises, Tenant agrees to complete Landlord's Move-Out Inspection sheet, which requires Landlord's final approval of the cleanliness of the Premises, and Tenant's signature, forwarding address and new telephone number.

1.12 ABANDONMENT

If Tenant is absent from the Premises for 3 consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises.

1.13 PERSONAL PROPERTY

Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally, or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means per Wis. Stats. §704.05(5).

1.14 SALE OF PROPERTY

Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Lease.

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

X _____
Initial Here

2. Tenant Rules and Obligations

2.1 RESIDENTIAL USE

To use the Premises for residential purposes only for Tenant and Tenant's immediate family.

2.2 REPUTATION

To NOT make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part.

2.3 INSURANCE HAZARD

To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.

2.4 NOISE

To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.

2.5 PETS

To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.

Tenant acknowledges Tenant is not authorized to have pets on the Premises. In the event a pet enters the Premises at any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and odor) and pest extermination (e.g. fleas) expenses are considered Tenant damage, waste or neglect of the Premises, beyond normal wear and tear as defined in Wisconsin Administrative Code §ATCP134.06(3). Tenant agrees to pay costs and expenses of said carpet repair and exterminating, and specifically authorizes Landlord to deduct any such unpaid costs and expenses from Tenant's security deposit. Nothing herein shall be construed as an authorization for Tenant to keep a pet on the Premises without written permission.

No pets owned by guests visiting Tenant shall be allowed in or on the Premises.

2.6 GOVERNMENTAL REGULATIONS

To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the Premises.

2.7 MAINTENANCE

To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the rental term, normal wear and tear excepted.

2.8 SUFFICIENT HEAT

To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage. Thermostats must be kept above freezing or at least 65° Fahrenheit during the winter months.

2.9 IMPROVEMENTS

Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:

- (A) Paint upon, attach, exhibit or display in or about the Premises any sign or placard.
- (B) Alter or redecorate the Premises.
- (C) Drive nails, tacks and screws or apply other fasteners on or into any wall, ceiling floor or woodwork of the Premises.
- (D) Attach or affix anything to the exterior of the Premises or the building in which the Premises are located.
- (E) Tenant expressly agrees to NOT complete any maintenance including but not limited to plumbing, electrical, repairs, etc.

Tenant agrees not to make any modifications to the Premises without the prior written consent of Landlord. If Tenant makes any unauthorized modifications to the Premises, Tenant agrees to pay to Landlord the actual costs incurred by Landlord to return the Premises to their condition before modification, but allowing for reasonable wear and tear. Tenant specifically authorizes Landlord to deduct any such unpaid costs from Tenant's security deposit.

Tenant agrees bicycles, motorcycles and toys shall not be left on the grounds or attached to any building or lampposts. The Premises shall not be defaced with signs, advertisements, or satellite dishes unless agreed as a Special Condition of the lease. Tenants agrees not to hang towels, rugs and laundry from patios, decks, balconies and windows.

Tenant agrees to hallways, stairways, laundry rooms and storage rooms free and clear of obstructions in accordance with fire safety regulations.

Tenant agrees to keep tv's, music and social gatherings at a reasonable volume and shall not become boisterous, obscene or objectionable to other neighbors.

Laundry equipment shall not be used before 7:00 AM or after 10:00 PM.

Tenant agrees not to prop open doors to avoid unwelcome visitors, bugs or rodents.

2.10 GUESTS

To NOT permit any guest or invites to reside in the Premises without prior written consent of Landlord.

2.11 NEGLIGENCE

Tenant is responsible for any damage, waste or neglect to the Premises beyond normal wear and tear as defined in Wisconsin Administrative Code §ATCP134.06(3), and for any damage to the building in which the Premises are located and other buildings and common areas on the property caused by Tenant, or Tenant's guest or invitees. Tenant agrees to pay to Landlord the actual costs incurred by Landlord to repair the damaged property, plus the costs of any materials and supplies. Tenant specifically authorizes Landlord to deduct any such unpaid costs from Tenant's security deposit.

Tenant shall not leave Premises with any appliance operating and unattended. The appliances include stove, oven, microwave, dishwasher, washer and dryer and fireplace.

To be responsible for all acts of negligence or breaches of this Lease by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.

2.12 SUBLETTING

To NOT assign this Lease nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Lease.

If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated due to Tenant's breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this Contract. Tenant remains liable for any deficiency. In the event the premises are re-let for any reason during time of lease, tenant expressly agrees to pay a \$350.00 re-let fee solely for the additional costs of re-renting. This does not preclude any other damages due and owing, including rent and advertising. Tenant also understands that they are responsible for rent and utilities every month for the duration of the lease, until the apartment is successfully re-let.

2.13 VACATING THE PREMISES

To vacate the Premises at the end of the rental term, and immediately deliver the keys, garage door openers, parking permit, etc., and Tenant's forwarding address to Landlord.

No notice by Tenants shall be effective unless in writing. If Tenants intends to vacate at the conclusion of the lease term, Tenants shall give Landlord a sixty (60) day written notice of this intent to vacate by the first (1st) day of the month. Any notice between the 2nd and the 31st day of the month will not go into effect until the first (1st) day of the following month. Tenants agrees to vacate apartment on or before 12:00 noon on the last day of the lease term.

Landlord reserves the right, with advance notice, to enter the apartment to "make ready" or prepare the apartment for a future tenant; preparation may include painting, cleaning or new carpet/inlaid installation.

In the event premises are relet for any reason during term of lease, Tenant agrees to pay any damages due and owing, including rent, advertising, showings, rental promotion given to the new Tenant, and any other expense incurred to re-rent the apartment. Tenant understands that he/she is obligated for rent through the end of the lease term unless the apartment is re-rented to another tenant who has executed a new lease and has taken possession of the premises.

2.14 CRIMINAL ACTIVITY

To NOT engage in, or allow any guest or invitee to engage in, any criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants, persons residing in the immediate vicinity of the Premises, or Landlord or any agent or employee of Landlord; and to NOT engage in any drug-related criminal activity on or near the Premises. Such conduct may result in Tenant's immediate eviction upon 5 days' notice, but not if Tenant or someone lawfully residing with Tenant is the victim of that crime.

2.15 REPORTING PROBLEMS

To promptly report to Landlord leaks, moisture or visible evidence of mold growth in the Premises, malfunction of HVAC or laundry equipment, plumbing leaks, and any water accumulation due to leaks. All requests by Tenant for non-emergency maintenance services by Landlord must be in writing and identify reasonable time periods during which Landlord is authorized to enter to perform maintenance. Tenant must use their AppFolio Tenant portal to enter necessary work orders to satisfy written notice to the Landlord.

2.16 GARAGE DOOR

To keep the garage door closed when not in use.

2.17 USE OF GARAGE OR CARPORT

To use the garage or carport for Tenant's vehicle parking and not primarily as storage for personal items.

Landlord may make additional reasonable rules governing the use and occupancy of the Premises, the building in which they are located, and the common areas of the property. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Lease. Any failure by Tenant to comply with the rules is a breach of this Lease.

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

X _____
Initial Here

3. Condition of Premises

3.1 DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to the degree that renders them untenantable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If the Premises are damaged to the degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

3.2 CODE VIOLATIONS CONDITIONS AFFECTING HABITABILITY

The Premises and the building of which they are a part are NOT currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this Lease. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Condition: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees in living areas), no

electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

3.3 SMOKE & CARBON MONOXIDE DETECTORS NOTICE

Wisconsin law requires that Landlord maintain any detectors located in any building common areas. State law further requires that TENANT MUST EITHER MAINTAIN ANY DETECTORS ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER ANY DETECTORS ON THE PREMISES ARE NOT FUNCTIONAL. Landlord shall provide, within 5 days of receipt of any such notice, any maintenance necessary to make detectors functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.

3.4 LEAD-BASED PAINT PROVISIONS

(Applicable only if the Premises is a "target property" constructed before 1978)

Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the Protect Your Family from Lead in Your Home

Pamphlet (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

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

X _____
Initial Here

4. Breach of Lease by Tenant

4.1 TERMINATION OF TENANCY FOR FAILURE TO PAY RENT OR OTHER BREACH BY TENANT

If Tenant fails to pay rent when due, commits waste or a material violation of Wis. Stats. §704.07(3), or breaches any covenant or condition of this Lease, Landlord may terminate Tenant's tenancy by giving Tenant notice as required under Wis. Stats. §704.17.

4.2 TERMINATION OF TENANCY FOR CRIMINAL ACTIVITY

Notwithstanding the above, Landlord may, upon notice to Tenant, terminate Tenant's tenancy, without giving Tenant an opportunity to remedy the default, 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 criminal activity as provided in Wis. Stats. §704.17(3m).

Landlord shall not terminate tenancy if the Tenant or someone who lawfully resides with the Tenant, is the victim, as defined by s.950.02(4) of that crime.

4.3 RECOVERY OF RENT AND DAMAGES BY LANDLORD; MITIGATION

If Tenant unjustifiably removes from the Premises prior to the effective date for termination of Tenant's tenancy and defaults in payment of rent, or if Tenant is removed for failure to pay rent or any other breach of this Lease, Landlord may recover from Tenant, and Tenant agrees to pay to Landlord, all rent due under this Lease through the last day of the rental term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting the Premises.

4.4 DAMAGES FOR FAILURE OF TENANT TO VACATE AT END OF LEASE OR AFTER NOTICE

If Tenant remains in possession of the Premises without consent of Landlord after expiration of this Lease or termination of Tenant's tenancy by notice given by either Landlord or Tenant, or after termination by valid agreement of the parties, Landlord may in every case proceed in any manner permitted by law to remove Tenant and recover damages for such holding over. Landlord may recover from Tenant, and Tenant agrees to pay to Landlord, all damages suffered by Landlord because of the failure of Tenant to vacate within the time required, including (a)

in absence of proof of greater damages, minimum damages equal to twice the rental value apportioned on a daily basis for the time Tenant remains in possession as provided under Wis. Stats. §704.27; and (b) all other damages to which Landlord may be entitled by law.

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

X _____
Initial Here

5. Miscellaneous

5.1 ELECTRONIC COMMUNICATIONS

Landlord and Tenant agree to the use of electronic documents, e-mail and electronic signatures to the extent not prohibited by federal or Wisconsin law. Tenants must first consent electronically, as required by federal law, and provide their email addresses below.

Tenant Financially Responsible Email Address

Landlord and Tenant agree that Landlord may provide the following electronically: (i) a copy of this Lease and any related attachment or document; (ii)

a security deposit and any documents related to the accounting or disposition of the security deposit and refund; (iii) any promise made by Landlord prior to entering into this Lease to clean, repair or otherwise improve the Premises; and (iv) an advance notice to enter the Premises to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable law and regulations. Default or eviction notices cannot be given electronically.

5.2 AGENCY NOTICE

Tenant understands that any property manager, rental agent or employees thereof represent Landlord.

In the event of a conflict between lease and addendum, the addendum shall control. In consideration of the Lease and all accompanying Addenda from the Landlord to Tenant, the undersigned hereby agree, that if requested by Landlord or Landlord Agents(s), to fully cooperate and adjust for clerical errors, any corrections to lease documentation if deemed necessary or desirable in the reasonable discretion of the Landlord. The undersigned agree to comply with all above noted requests by Landlord within 10 days from the date of mailing of said request. The undersigned agree to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees, and marketing losses for failing to comply with correction requests in the above noted time period.

No oral agreements have been made. This lease is the entire agreement. No notice by Tenant shall be effective unless in writing.

In the event of death this contract will continue for 60 days after the Landlord has received written notice of the Tenants passing. The covenants and conditions herein contained shall apply to the estate of the deceased and bind heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be constructed as conditions of the lease. The security deposit, minus any damages, fees, utilities, etc., will be returned to the individual who is designated as the tenants' emergency contact, unless a legal representative provides paperwork within that 60 day time frame assigning them as the legal beneficiary.

<<Emergency Contact(s)>>

5.3 SEX OFFENDER NOTICE

Tenant may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://offenders.doc.state.wi.us/public/> or by phone at 608-240-5830.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6. Nonstandard Rental Provisions

6.1 LATE FEES

Rent is due and payable on the 1st day of each month. If any monthly rent is not received by Landlord by the 5th day of the month when due,

Tenant agrees to pay to Landlord a late fee of \$50.00. All late fees shall be paid immediately to comply with late notice served. Tenant specifically authorizes Landlord to deduct any unpaid late fees from Tenant's security deposit.

6.2 CHECK PROCESSING FEE/RETURNED CHECK/STOP PAYMENT FEE

Rent shall be paid through the Secure Online Tenant Portal with AppFolio (per 1.3 Apartment Lease). If Tenant elects to pay rent with a check, Tenant agrees to pay a \$20.00 processing and handling fee in addition to the monthly rent amount.

If any payment by Tenant is returned unpaid due to insufficient funds, account closed, or any other reason, Tenant agrees to pay to Landlord a fee of \$50.00 per occurrence. If Landlord incurs any other costs or fees as a result of Tenant's payment being returned, Tenant agrees to pay to Landlord all costs or fees incurred by Landlord as a result. Tenant specifically authorizes Landlord to deduct any such unpaid costs and fees from Tenant's security deposit.

6.3 REPAYMENT OF RENT PROMOTIONS AND CONCESSIONS

If Tenant vacates the Premises prior to the end of the rental term, is evicted prior to the end of the rental term, or if Tenant's tenancy is terminated for any reason prior to the end of the rental term, Tenant agrees to repay to Landlord the amount of any rent promotion or concession received by Tenant during the term of this Lease. The amount of any rent promotion or concession required to be repaid to Landlord shall be considered unpaid rent and immediately due and payable by Tenant. Tenant specifically authorizes Landlord to deduct any unpaid rent promotion or concession amounts from Tenant's security deposit. The rental promotion was Rent Promotion or Concession \$\$ Amt. Enter NA if none.

6.4 CONDITION OF PREMISES/CLEANING AND REPAIRS

Upon vacating the Premises, Tenant agrees to leave the Premises, including, but not limited to, all appliances and fixtures in a clean and tenantable condition and in as good repair as on the first day of the rental term, normal wear and tear excepted. If the Premises are not left in the required condition, Tenant agrees to pay to Landlord all actual costs of cleaning and other work necessary to bring the Premises into the required condition, including all necessary materials and supplies. The cost of cleaning labor provided by Landlord is \$40 per hour, which Tenant agrees is a reasonable hourly rate for cleaning labor. The cost of maintenance labor provided by the Landlord is \$50 per hour, which the Tenant agrees is a reasonable hourly rate for cleaning labor. Tenant specifically authorizes Landlord to deduct any such unpaid costs from Tenant's security deposit.

6.5 REPAINTING THE PREMISES

Tenant agrees that a freshly painted apartment generally does not need to be repainted for 3 years. If Tenant damage, waste or neglect of the Premises beyond normal wear and tear as defined in Wisconsin Administrative Code §ATCP134.06(3) necessitates repainting of the Premises sooner than 3 years, Tenant agrees to pay to Landlord all costs incurred by Landlord to repaint the Premises. Tenant specifically authorizes Landlord to deduct any such unpaid costs from Tenant's security deposit.

6.6 DAMAGES FROM BURNING MATERIALS

Tenant acknowledges that burning anything in the Premises such as candles, oil lamps, cigarettes, cigars and other materials will leave a yellow or black soot-like substance that damages the carpets, walls, ceilings, window coverings and fixtures in the Premises. Tenant agrees that damages from such soot-like substance shall be deemed Tenant damage, waste or neglect of the Premises beyond normal wear and tear as defined in Wisconsin Administrative Code §ATCP134.06(3). Tenant agrees to pay to Landlord all costs incurred by Landlord to repair damage from such soot-like substances, including, but not limited to, costs to clean, remove the soot-like substance, burns and odors, and repaint the Premises. Tenant specifically authorizes Landlord to deduct any such unpaid costs from Tenant's security deposit.

6.7 RENTER'S INSURANCE

Tenant agrees to purchase renter's insurance. Tenant shall provide proof of renters insurance for the premises at each renewal period. Renters insurance purchased by the Tenant must maintain a \$100,000.00 liability limit for damage to the Landlord's property for the term of the lease. Tenant must provide a copy of their declaration of renter's insurance to Management, or this must be uploaded to the Tenant online AppFolio Tenant Portal. Failure to comply to this provision will result in a 5-day notice being served and a \$20 penalty. Tenant specifically authorizes Landlord to deduct any unpaid insurance penalties from Tenant's security deposit.

6.8 SMOKING DAMAGES

No smoking of cigarettes, cigars or any other substance is allowed in the Premises, the building in which they are located, or the common areas of the property. This prohibition includes electronic cigarettes. If smoking does occur (a) Tenant agrees to be fully responsible for all smoking damage caused by Tenant and Tenant's guests, including, but not limited to, stains, burns, odors, and debris removal; (b) Tenant will

be in breach of this Lease; and (c) Tenant acknowledges that in order to remove, stains, burns and odors caused by smoking, Landlord may need to replace carpet, drapes and paint the entire Premises, etc. Tenant agrees that damages from smoking shall be deemed Tenant damage, waste or neglect of the Premises beyond normal wear and tear as defined in Wisconsin Administrative Code §ATCP134.06(3). Tenant agrees to pay to Landlord all costs incurred by Landlord to repair damage from smoking, including, but not limited to, costs to remove stains, burns and odors. Tenant specifically authorizes Landlord to deduct any such unpaid costs from Tenant's security deposit.

6.9 UTILITIES PAYMENT UPON SURRENDER

Unless otherwise stated in this Lease, Tenant is responsible for payment of municipal utilities. Tenant agrees to pay said utilities in a timely manner, prior to any penalties being assessed, and to present a paid "final" receipt to Landlord. If Tenant does not pay said bills in a timely manner, or in the event a final receipt is not presented upon surrender, Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant specifically agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$25.00 for each utility provider Landlord must contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord to deduct any such unpaid charges from Tenant's security deposit.

6.10 GARBAGE/TRASH REMOVAL

If Tenant leaves garbage or trash in the hallway, outside of door of the Premises, or in any other common area of building or grounds not designated for the deposit of garbage or trash, Tenant agrees to pay to Landlord a fee of \$50.00, plus the actual costs incurred by Landlord to remove the garbage or trash. Tenant specifically authorizes Landlord to deduct any such unpaid fees and costs from Tenant's security deposit.

6.11 FAILURE TO PROPERLY DISPOSE OR RECYCLABLES

Tenant agrees 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 agrees to pay to Landlord a fee of \$50.00 for each occurrence, plus the actual costs incurred by Landlord to properly dispose of the recyclables. Tenant specifically authorizes Landlord to deduct any such unpaid fees and costs from Tenant's security deposit.

6.12 PARKING

Tenant may park Tenant's vehicle in Tenant's garage, carport or the designated common parking area. If Tenant parks Tenant's vehicle anywhere other than Tenant's garage, carport or the designated common parking area, Tenant agrees to pay a fee of \$50.00 for each day that the vehicle is parking in a non-designated area. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the property and Tenant agrees to pay a \$50.00 fee for each day this rule is not followed. Tenant agrees to pay a \$50.00 fee for each day Tenant's guests or visitors fail to follow this parking rule. Tenant specifically authorizes Landlord to deduct any such unpaid fees from Tenant's security deposit.

Non-licensed, abandoned, inoperable and unsightly vehicles shall not be left on the property for more than 72 hours. Any vehicle in violation may be towed at owner's expense.

In accordance with fire safety regulations, Tenant shall not plug in electrical cords from the building to Tenant's vehicle at any time.

Semi-trucks, RV's, campers, snowmobiles, trailers and boats are not allowed to be parked or stored on the property.

Tenants shall not have more than two vehicles per apartment; more than two vehicles per apartment will require written approval from Landlord.

Tenants and Tenant's guests shall not park on the lawn or sidewalk.

For the safety of Tenants and guests, Tenant shall not drive more than 10 mph while on the property.

Vehicles shall not be "worked on"

including washing, oil changes, and mechanical work on the parking lots. Resident is responsible for any clean up of oil leaks. Following a snowfall, all vehicles shall be moved from the parking lot by 9:00 AM and/or when the snowplow is clearing the snow.

6.13 FAILURE TO PERMIT ACCESS TO PREMISES

If Tenant fails to permit access to the Premises after Landlord has properly complied with all notice provisions in this Lease, Wis. Stats. ch. 704 and Wisconsin Administrative Code SATCP134, Tenant agrees to pay a fee of \$50.00 for each occurrence. Tenant also agrees to pay to Landlord any damages and costs incurred by Landlord as a result of Tenant's failure to allow access to the Premises. Tenant specifically authorizes Landlord to deduct any such unpaid fees, damages and costs from Tenant's security deposit.

6.14 RETURN OF KEYS/GARAGE DOOR OPENERS/LOCK-OUTS

If Tenant fails to return all keys and garage door openers etc. (see Key & Remote Agreement) upon vacating the Premises, Tenant agrees to pay Landlord the actual cost of replacement for unreturned items or re-keying etc. Tenant specifically authorizes Landlord to deduct any such unpaid fees from the Tenant's security deposit. The premises will not be considered vacated until all personal property has been removed and all keys returned to the Landlord.

6.15 AUTHORIZATION TO ENTER PREMISES TO PREPARE FOR FUTURE TENANT

After a notice of termination to terminate a month-to-month tenancy is given or within 60 days of the end a fixed rental term which the parties have not agreed to extend, Landlord may enter the Premises, at reasonable times with at least 12 hours advance notice, to "make ready" or prepare the Premises for a future tenant. Preparations may include, but are not limited to, painting, cleaning or new carpet/inlaid installation.

6.16 GAS FIREPLACE OPERATION

Tenant agrees to the following policies pertaining to gas fireplace operation:

a. Pull lower front grill down. b. Turn pilot light valve clockwise and push in for two minutes. c. Push ignite button and continue to hold the pilot light valve for one minute. d. Turn pilot light valve counter-clockwise to "on" position. e. Close lower grill. f. Adjust wall control for desired time of flame. Use caution as fireplace will get very warm. Tenant agrees not to allow use of fireplace by children unless supervised by an adult.

6.17 GRILLS

Tenant agrees to Wisconsin Administrative Code 24.14 which states: For all multifamily dwellings of 3 or more separate occupancies, the use of an open or closed outdoor cooking fire, charcoal or propane cooking device or any open flame device is prohibited within 15 feet of the structure or above the ground floor. Smoke from cooking grills shall not create a nuisance for neighbors. Tenant agrees to be financially responsible for any citation resulting in a violation of the Wisconsin Code.

Tenant understands that there shall be no grills allowed on upper decks or patios. Grills can be stored in garages but need to be 15 feet away from the building when in use.

6.18 POND

Tenant understands that the pond (if applicable) is for aesthetic purpose only. Tenant shall not use the pond for swimming, fishing, wading, playing, stone throwing or any other recreation.

6.19 BEDBUGS OR OTHER PEST INFESTATION

Resident understands that if the Resident's actions or inaction leads to damage to the premises, or results in an insect or pest infestation, then the Landlord may allow the Resident to repair and remediate the damage, or the Landlord may do so and require Resident reimbursement of all reasonable costs. Wis. Stat, 704.07(O).

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
Initial Here

7. Sign and Accept

7.1 SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE RIGHTS AND OBLIGATIONS. TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING ANY QUESTIONS AS TO THEIR LEGAL RIGHTS.

I HAVE READ THIS CONTRACT AND ACKNOWLEDGE THIS POTENTIAL FINANCIAL LIABILITY. BY INITIALING AND SIGNING, I ACKNOWLEDGE THAT THE LANDLORD HAS IDENTIFIED AND DISCUSSED EACH PROVISION WITH ME. I UNDERSTAND THAT ANY OF THE ABOVE REFERENCED ITEMS MAY BE DEDUCTED FROM MY SECURITY DEPOSIT AT THE TERMINATION OF MY TENANCY IF NOT PAID. IF ANY OF THE ABOVE CHARGES ARE NOT DEDUCTED FROM THE SECURITY DEPOSIT, THE LANDLORD SHALL SEND A STATEMENT TO THE TENANT WHO AGREES TO PAY UPON RECEIPT.

7.2 ACCEPTANCE OF LEASE

This is a legally binding agreement. By typing your name, you (i) consent to use electronic means to sign this Lease, and (ii) accept and agree to all terms and conditions of this Lease and attachments. A printed copy of this Lease will only be provided by Management upon written request. Once signed electronically, this lease will be available on your online AppFolio Tenant Portal

7.3 ATTACHMENTS CHECKED BELOW ARE ATTACHED TO THIS CONTRACT AND INCORPORATED HEREIN BY REFERENCE

Enter chart of addenda here

X

Lessee

Date Signed

X

Lessor

Date Signed

SAMPLE