

# 1

## Premises & Parties

### 1.1 TENANT, LANDLORD, & AGENT:

This Rental 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:

#### TENANTS:

<<Tenants (Financially Responsible)>>

Additional occupants under the age of eighteen (18) residing on the Premises:

<<Other Occupant(s)>>

#### LANDLORD:

<<Company Name>>

<<Company Address>>

Agent for Maintenance, Management, Service of Process, and Collection of Rents

### 1.2 PREMISES:

Unit:<<Unit Name>>

Full Address:<<Unit Address>>

### 1.3 TERM:

(a) Move In Date/Start of Financial Responsibility: <<Move-in Date>> at 3:00 pm

(b) Lease Term Begins On: <<Lease Start Date>>

(c) Lease Term Ends On: <<Lease End Date>> at 11:00 am

*NOTE: At the completion of the initial lease term the tenancy will automatically continue on a month-to-month basis under the same terms and conditions and be subject to the notice to vacate provisions set forth in section later in this Rental Agreement.*

*Financial liability starts on the move-in date. If the move-in date falls after the 1st of the month, rent will be prorated daily based on the monthly rent amount (section 1.4) and the number of days in the month. All prorated rent must be paid prior to move-in.*

#### DEFINITIONS:

1. TENANT: "Tenant" is defined broadly and includes, but is not limited to, all persons named in the Rental Agreement, family members, guests, invitees, and/or others under their control.

2. LANDLORD: "Landlord" is also defined broadly and includes,

but is not limited to, the owner of the rental property and the property manager of the rental property as well as the owners and property managers employees and agents.

3. PREMISES: "Premises" refers to the specific rental unit, apartment, or room that the Tenant has rented and resides in.

4. RENTAL PROPERTY: "Rental Property" is defined broadly and includes, but is not limited to, the building that the Premises in in, common areas including, but not limited to, hallways, stairwells, lounges, parking areas, garages, storage areas, amenities, and the grounds upon which the above are located, as well as any other buildings or structure located on the grounds.

### 1.4 RENT:

Rent of <<Monthly Rent>> for Premise is to be received no later than the 1st day of each month and is payable at Landlords Address or Online Portal. If rent is received after the 1st day of each month the Tenant shall pay a late fee of \$50. Charges incurred by Landlord for Tenant's returned rent payments, are payable by Tenant. **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Rental Agreement.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Rental Agreement. Other Landlord or Tenant obligations: **If rent has still not been paid by the 3rd day of each month, Tenant shall pay an additional late fee of \$5 per day until the day that the monthly rent is received.**

### 1.5 UTILITIES INCLUDED:

Utilities Included:

<<Utilities Included>>

If utilities or services payable by Tenant are not separately metered, Tenant's share of payments are allocated as follows: See addendum "Tenant Responsibility for Utilities"

### 1.6 SECURITY DEPOSIT:

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

## 1.7 GARAGES:

Garage Included in Rent: <<Additional Lease Information>>

Garage Not Included in Rent:

<<Rentable Items>>

\* Garage charges listed as "Not Included in Rent" shall be a monthly charge in addition to the rent listed in Section 1.4.

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

X \_\_\_\_\_  
Initial Here

# 2

## General Clauses

### 2.1 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 Premises and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects 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 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.

### 2.2 RULES:

Landlord may make reasonable Rules governing the use and occupancy of the Premises and the Rental Property. Any failure by the Tenant to comply with the rules will be a breach of this Rental Agreement and may result in the eviction of Tenant. Landlord may amend the Rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the Premises and/or Rental Property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or Rental Property. 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 Rental Agreement.

## 2.3 CONTROLLING LAW:

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

## 2.4 CONDITION OF PREMISES:

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

## 2.5 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 Rental 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 Rental Agreement, except that, if 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 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 Rental Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Rental 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 Rental Agreement. Tenant shall remain liable for any deficiency.

## 2.6 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 Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and Landlord may dispose of it in any manner that Landlord, in its 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.

## 2.7 USE OF PREMISES:

Tenant shall use the Premises for residential purposes only. Operating a business or providing childcare for children not listed as occupants in this Rental Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises or Rental

Property 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 or Rental Property anything which would adversely affect coverage under a standard fire and extended insurance policy. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or Rental Property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

## 2.8 GUESTS:

Tenant may have guests residing temporarily in the 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 of the facilities of the Premises. Unless prior written consent is given by Landlord, Tenant may not have any person who is not listed on this Rental Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3) consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect of the Premises or Rental Property, that is caused by the intentional acts, negligence, or improper use by Tenant.

## 2.9 NON-LIABILITY OF LANDLORD:

Landlord, except for its 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 or Rental Property, (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 damage caused by bursting or leaking pipes or the back-up of sewer drains and/or 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 intentional or negligent acts or omissions of Tenant or other third parties, including other tenants. Nothing in this section relieves Landlord for any liability for property damage or personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injury arising from causes clearly beyond Tenant's control, or for property damage caused by natural disasters or by persons other than Tenant, or Tenant's guests or invitees.

## 2.10 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 Rental 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 a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health and 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. It is not necessary that there has been an arrest or conviction for the criminal activity or drug-related criminal

activity. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or Rental Property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

## 2.11 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 Rental Property, or attach or display anything which substantially affects the exterior appearance of the Premises or Rental Property, 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 shall maintain a reasonable level of heat to prevent damage to the Premises and/or Rental Property.

## 2.12 ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION:

Landlord may, but is not required to, provide the following information and/or documentation to Tenant via electronic means: (a) a copy of the Rental Agreement and any documents related to the Rental Agreement; (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve any portion of the Premises made by the Landlord prior to entering into the Rental Agreement with Tenant; (d) advance notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

## 2.13 BREACH AND TERMINATION:

Failure of either party to comply with any material provision is a breach of this Rental Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Rental 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 Rental 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 Rental Agreement, this Rental Agreement 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). The above only applies to a Rental Agreement for a specific term and does 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.

## 2.14 RESPONSIBILITY FOR UTILITIES:

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

## 2.15 RENT:

Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-singer's account. Third-party checks will not be accepted. If any of Tenant's rent payments are returned due to insufficient funds or any other reason, Landlord may demand that all future payments be made via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Rental Agreement are to be considered and defined as "rent".

## 2.16 REPAIRS:

Any promise by Landlord, made before execution of this Rental Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Rental Agreement or in a separate addendum to this Rental 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.

## 2.17 CODE VIOLATIONS AND ADVERSE CONDITIONS:

There are no code violations or other conditions affecting the habitability of the Premises or Rental Property unless indicated otherwise in writing.

## 2.18 RENTERS INSURANCE REQUIRED:

All tenants are automatically enrolled in Landlord's Waiver Program upon signing the Rental Agreement. If Tenant wishes to opt out of Landlord's Waiver Program or desire additional coverage not provided by the Waiver Program, Tenant can use its own insurance company. If Tenant's renter's insurance is cancelled or does not meet the compliance requirements at any time during Tenant's tenancy, Tenant will be automatically re-enrolled in Landlord's Waiver Program from the date of non-compliance. Tenant's personal property is not insured by Landlord. Tenant is not a co-insured and is expressly excluded from coverage under any insurance policy held by Landlord which is now in effect or becomes effective during the term of this Rental Agreement. Tenant is required to maintain renter's insurance throughout the duration of the Tenant's tenancy which must match or exceed the following coverage limits: Coverage of at least \$100,000 in personal liability (bodily injury and property damage) for each occurrence.

## 2.19 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.

## 2.20 DAMAGE BY CASUALTY:

If the Premises or Rental Property are damaged by fire or other casualty ("the casualty") to a degree which renders it untenantable, and if, in Landlord's sole discretion, the repairs can be completed in a reasonable period of time, this Rental Agreement will continue but rent will abate until the Premises are restored to a condition comparable to the condition prior to the casualty. Tenant's liability for rent will not abate if the casualty was caused in any part by the negligence or intentional acts of Tenant. Tenant may be required to vacate the Premises during repairs. If, in Landlord's sole discretion, the Premises cannot be repaired in a reasonable time period, this Rental Agreement will terminate as of the date of the casualty. If, after the casualty, the Premises remain tenantable, Landlord will complete repairs as soon as reasonably possibly.

## 2.21 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 Rental Property from damage. Neither party shall add or change locks without providing the other party with keys. Improper denial of access to the Premises is a breach of this Agreement.

## 2.22 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/or Rental Property, and which are the result of the Tenant's acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

## 2.23 ASSIGNMENT OR SUBLEASE:

Tenant shall not assign this Rental Agreement or sublet the Premises, or any part of the Premises, without the prior written consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, HomeAway, or VRBO.

## 2.24 MODIFICATIONS AND TERMINATION:

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

## 2.25 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.

## 2.26 NON-WAIVER:

Any failure to act by Landlord regarding any specific violation or breach of any term or condition of this Rental 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 any future violation or breach of any term of this Rental Agreement by Tenant.

## 2.27 TIME IS OF THE ESSENCE:

Time is of the essence as to the delivery or possession of the Premises to Tenant, completion of repairs promised in writing in the Rental 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 Rental Agreement, or by law. Time is of the essence means that a deadline must be strictly followed.

## 2.28 PAYMENT FOR DAMAGE:

Tenant is responsible for any damage, waste, or neglect caused by Tenant to the Premises and/or Rental Property. Tenant must pay Landlord for the actual costs to repair or replace any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay estimated repair costs before work will begin. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the damage, waste, or neglect.

## 2.29 REIMBURSEMENT TO LANDLORD:

If Tenant fails to pay any amounts that Tenant is responsible for under this Rental Agreement, Landlord has the option, but is not required, to pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand. Reimbursement after Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially.

## 2.30 NO MODIFICATIONS TO PREMISES:

Tenant may not make any modifications to the Premises or Rental Property without the prior written consent of Landlord. Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, mounting of flat-screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings or related items with the use of small nails within reason. If Tenant violates this term, Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

## 2.31 REQUIRED NOTICE BY TENANT TO END TENANCY:

All notices to terminate tenancy must be received in Landlord's office. **Lease For Term** - Tenant must provide Landlord with written notice of at least two (2) full months or sixty (60) days, whichever is greater, prior to the ending of the rental term and vacating the Premises. An agreement for term may only be terminated at the end of the rental term. **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.

## 2.32 CRIME VICTIM PROTECTIONS:

Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises and/or Rental Property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

COMPLIANCE WITH WIS. STAT. § 704.44: Nothing in this Rental Agreement authorizes Landlord to do anything that would be a violation of Wis. Stat. § 704.44 or ATCP § 134.08.

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

X \_\_\_\_\_  
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# 3

## Sign and Accept

### 3.1 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 Rental Agreement and prior to accepting any earnest money or security deposit.

### 3.2 NOTES:

NOTE: SIGNING OF THIS RENTAL AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.

### 3.3 PETS & WATER BEDS:

**Pets and water beds are not permitted in the Premises and/or Rental Property unless indicated otherwise in writing.**

### 3.4 EMERGENCY CONTACT:

<<Emergency Contact(s)>>

X

\_\_\_\_\_  
Lessee

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

X

\_\_\_\_\_  
Lessor

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

# 1

## Nonstandard Rental Provisions

### 1.1 OVERVIEW

These Nonstandard Rental Provisions are incorporated into Tenant's Residential Rental Agreement ("Rental Agreement"). If there is any conflict between the terms and conditions of these Nonstandard Rental Provisions and those contained in the Rental Agreement, the terms and conditions of these Nonstandard Rental Provisions shall be controlling. The Nonstandard Rental Provisions list the various charges and costs that Landlord can deduct from Tenant's security deposit.

All definitions of key terms as set forth in the Rental Agreement will apply to these Nonstandard Rental Provisions as well.

### 1.2 LATE FEE

A late fee of \$50 per month and an additional \$5 per day will be charged as set forth in the Rental Agreement upon all late rental payments. These amounts may be deducted from Tenant's security deposit.

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### 1.3 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 responsible for the actual costs incurred by Landlord as a result. These amounts may be deducted from Tenant's security deposit.

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### 1.4 GARBAGE/TRASH REMOVAL

If Tenant leaves garbage or trash anywhere on the Rental Property including, but not limited to, the hallway, outside of the Premises, or in any other common area of building or grounds not designated for the deposit of garbage or trash, Tenant will be responsible for the actual costs incurred by Landlord to remove and properly dispose of any garbage or trash including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to remove and properly dispose of any garbage or trash at a rate of \$45 per hour per person plus the cost of any materials. These

amounts may be deducted from Tenant's security deposit.

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### 1.5 FAILURE TO PROPERLY DISPOSE OF RECYCLABLES

If Tenant fails to separate and deposit recyclables in the appropriate containers as required by law or local ordinance, Tenant will be responsible for the actual costs incurred by Landlord to separate and deposit Tenant's recyclables in the appropriate containers including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to separate and deposit Tenant's recyclables in the appropriate containers at a rate of \$45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

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### 1.6 PARKING

If Tenant parks his/her vehicle anywhere other than the designated area or space as set forth in the Rental Agreement or other rental documents, Tenant will be responsible for the actual costs incurred by Landlord to move, ticket, and/or tow the vehicle including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs the work, Tenant will be responsible for the time Landlord spends moving, ticketing, and/or towing the vehicle at a rate of \$45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

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### 1.7 FAILURE TO PERMIT ACCESS TO UNIT

If Tenant fails to permit access to the Premises after Landlord has properly complied with all notice provisions set forth in Wis. Stat. § 704.05 and Wis. Admin. Code § ATCP 134.09, Tenant will be responsible for the actual costs incurred by Landlord because of Tenant's failure to allow access to the Premises. These amounts may be deducted from Tenant's security deposit.

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## 1.8 RETURN OF KEYS/GARAGE DOOR OPENER

If Tenant fails to return all keys provided to Tenant including, but not limited to, mailbox, laundry, and storage keys, as well as any garage door openers and/or similar entry devices, Tenant will be responsible for the actual costs incurred by Landlord to replace those items. These amounts may be deducted from Tenant's security deposit.

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## 1.9 MODIFICATIONS TO UNIT

If Tenant makes any modifications to the Premises and/or Rental Property without the prior written permission of Landlord, Tenant will be responsible for the actual costs incurred by Landlord to return the Premises and/or Rental Property to its original condition. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to return the Premises and/or Rental Property to its original condition at a rate of \$45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

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## 1.10 RE-RENTAL COSTS

If Tenant vacates the Premises without giving proper notice or is removed from the Premises for failure to pay rent or any other breach of the Rental Agreement, Tenant will be responsible for all charges permitted under Wis. Stat. § 704.29 including, but not limited to, any costs incurred to re-rent the Premises for Tenant and all utilities for which Tenant is responsible through the end of the rental term, subject to Landlord's duty to mitigate Tenant's damages. These amounts may be deducted from Tenant's security deposit.

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## 1.11 FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE

If Tenant remains in possession of the Premises without the consent of Landlord after expiration of the tenancy, after termination of tenancy by notice given by either Landlord or Tenant, or after termination by valid agreement of the parties, Tenant will be

responsible for the actual costs incurred by Landlord for the time Tenant improperly remained in possession of the Premises. In absence of proof of greater damages, Landlord shall recover minimum damages of twice the rental value apportioned on a daily basis for the time Tenant improperly remained in possession of the Premises. Should Tenant's hold over result in the loss of any portion of rent by Landlord, Tenant shall be responsible for that lost rent. These amounts may be deducted from Tenant's security deposit.

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## 1.12 RENTAL PROMOTION/CONCESSION

If Tenant vacates the Premises, is evicted prior to the end of the tenancy, or if Tenant's tenancy is terminated for failure to pay rent or any other breach of the Rental Agreement, Tenant will be responsible for reimbursing Landlord for any rental promotion or concession received. All rental promotion or concession amounts will be treated as unpaid rent and will immediately become due and payable by Tenant. These amounts may be deducted from Tenant's security deposit.

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## 1.13 DAMAGE, WASTE OR NEGLECT

If Tenant causes any damage, waste, or neglect to the Premises and/or Rental Property, that is not the result of Landlord's negligent acts or omissions, Tenant will be responsible for the actual costs incurred by Landlord to clean, repair, or replace the damage, waste, or neglect. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to clean, repair, or replace the damage, waste, or neglect at a rate of \$45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

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## 1.14 UNAUTHORIZED GUESTS/PETS

If Tenant allows an unauthorized guest to occupy the Premises for more than one (1) week, Tenant will be responsible for an additional three hundred dollar (\$300) charge per month for each unauthorized guest. If an unauthorized pet occupies the Premises, Tenant will be responsible for an additional six hundred dollar (\$600) charge per month for each unauthorized pet. Even if Tenant pays the above-noted charge, the unauthorized guest and/or pet may not continue to reside in the Premises. Additionally, by charging the above-noted amounts, Landlord is not waiving its right to serve Tenant with the appropriate notice terminating tenancy and pursuing eviction of Tenant for committing the breach. Such amounts may be deducted from Tenant's security deposit.



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Date Signed

### 1.15 DNA SCREENING SERVICE - POOPRINTS

If the Rental Property has implemented a DNA screening service, such as PooPrints, any Tenant with a pet and/or assistance animal is required to register with PooPrints, a third-party DNA screening service, which Landlord has partnered with to eliminate animal waste being left on the Rental Property. All tenants with a pet and/or assistance animal must pay a fifty-dollar (\$50) DNA screening fee charged by PooPrints. Tenant will also be responsible for paying the following amounts should Tenant fail to pick up after their pet and/or assistance animal, as verified by PooPrints.

- First time - \$200
- Second time - \$350
- Third and/or subsequent times - \$400 and/or termination of tenancy

The above amounts must be paid within ten (10) days of demand or along with Tenant's next scheduled rental payment after Tenant has been advised of the violation by Landlord, whichever is sooner. These amounts may be deducted from Tenant's security deposit.

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### 1.16 REMOVAL OF ABANDONED PROPERTY

If Tenant fails to remove any personal property from the Premises and/or Rental Property, abandons any personal property, or if any of Tenant's personal property is left in the Premises and/or Rental Property after the execution of a Writ of Restitution, Tenant will be responsible for the actual costs incurred by Landlord to remove and dispose of Tenant's personal property from the Premises and/or Rental Property including, but not limited to, pick-up fees, disposal fees, and/or dumpster costs. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to remove and dispose of Tenant's personal property from the Premises and/or Rental Property at a rate of \$45 per hour per person plus the cost of any materials, in addition to the fees and costs referenced above. These amounts may be deducted from Tenant's security deposit. This provision does not authorize Landlord to withhold any amounts from Tenant's security deposit for Sheriff's fees and/or Moving Company's fees incurred as part of the execution of the Writ of Restitution.

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### 1.17 NON STANDARDS

Tenant acknowledges that Landlord has specifically identified each Nonstandard Rental Provision to Tenant prior to entering into the Rental Agreement.

# 1

## RULES AND REGULATIONS

### 1.1 TERMS AND CONDITIONS

These Rules and Regulations are incorporated into Tenant's Residential Rental Agreement ("Rental Agreement"). If there is any conflict between the terms and conditions of the Rules and Regulations and those contained in the Residential Rental Agreement, the terms and conditions of these Rules and Regulations shall be controlling.

### 1.2 GENERAL

These Rules and Regulations are necessary to ensure the proper use and care of the Rental Property as well as to ensure the protection and safety of the Landlord, its employees and agents, other tenants, and neighbors. Tenant will be responsible for the conduct of all family members, guests, invitees, and/or others under tenant's control. 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. Tenant shall not engage in criminal activity or any other activity that disturbs others or damages the Premises or Rental Property. Nothing in the prior sentence authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises and/or Rental Property if Tenant, or someone who lawfully resides with tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime. Landlord has the right to make other reasonable Rules and Regulations as may be necessary for the safety of others and for the good of the Rental Property. A violation of these Rules and Regulations constitutes a material breach of Tenant's Rental Agreement and may result in termination of Tenant's tenancy and eviction. These Rules and Regulations are enforced strictly and without exception. Nothing in these Rules and Regulations authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises and/or Rental Property if tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

### 1.3 USE OF THE PROPERTY

The Premises is to be used as a personal residence only and is for the individuals listed on the Rental Agreement only. The Premises and/or Rental Property shall not be used to operate any form of business for any reason including, but not limited to, a childcare facility. The Premises and/or Rental Property shall not be used for any illegal activity whatsoever or for any activity that in the opinion of Landlord will damage the Rental Property. Nothing in the prior sentence authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or Rental Property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime. Tenant shall not do anything in or on the Premises or Rental Property that may increase the risk of fire, compromise safety, increase Landlord's insurance premiums, or which would be a violation of state or local laws or regulations. Nothing in the prior sentence authorizes Landlord to terminate the tenancy

of Tenant based solely on the commission of a crime in or on the Premises or Rental Property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime. Tenant shall not keep any hazardous items in or on the Premises and/or Rental 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. Tenant shall not possess or use in or on the Premises or Rental 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, live Christmas trees, space heaters, or any other items that, in the opinion of Landlord, creates an unreasonable risk of injury or damage, without the prior written consent of Landlord. Tenant is prohibited from using any portion of the basement or attic as a living quarters including, but not limited to, for sleeping. No rummage sales, or sales of any kind, may be held on the Rental Property without the prior written consent of Landlord. No car washes, for profit or otherwise, may be held on the Rental Property without the prior written consent of Landlord. Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended. Tenant agrees not to destroy, deface, damage, or remove, any part of the property. Nothing in the prior sentence authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or Rental Property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

### 1.4 APPEARANCE & UPKEEP OF PROPERTY

Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the Premises and/or Rental Property without the prior written consent of Landlord. Tenant shall use only appropriate window coverings such as drapes or blinds on the windows in the premises. Rugs, towels, blankets, or sheets are not allowed to cover any window. Tenant agrees to keep the Premises in a clean, safe, and sanitary condition and not litter the Rental Property. Tenant is responsible for replacing any light bulbs within the Premises. Tenant shall only use the proper wattage of bulb as specified on the light fixture. Tenant is responsible for replacing any batteries in any smoke alarms and carbon monoxide detectors located within the Premises. 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. Neither garbage nor recyclable materials shall be kept on the balcony or porch, patio, common areas, or grounds. Tenant agrees to comply with all laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials. 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 because of Tenant's failure to comply with the above will be the responsibility of Tenant. Tenant agrees to keep all personal property within the Premises or other assigned areas. Personal property shall not be kept in any common areas or on the grounds and if it is, it will be immediately removed and disposed of by Landlord. Any costs incurred by Landlord to remove Tenant's property will be Tenant's responsibility. Tenant shall cooperate with Landlord to keep the common areas and grounds in a safe and clean condition. Tenant agrees to promptly notify Landlord of any

maintenance or repair issues in or on the Premises and/or Rental Property

## 1.5 MODIFICATIONS TO PROPERTY

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Tenant is prohibited from making any alterations, additions, or improvements to the inside or outside of the Premises and/or Rental Property, including but not limited to, painting, varnishing, wallpapering, or installing any fixtures, without the prior written consent of Landlord. No personal cameras or recording devices including, but not limited to Ring doorbells, shall be mounted in such a way that they capture and/or record anything outside of Tenant's Premises. Recording devices cannot record areas including, but not limited to, hallways, other tenant's units, common areas, parking areas, amenities, the exterior of the Rental Property, and/or the grounds. Should Tenant violate the above rules, Landlord may immediately remove the alteration, addition, or improvement, and Tenant will be responsible for the actual costs incurred by Landlord to remove the violation and return the Rental 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.

## 1.6 DAMAGE, WASTE, OR NEGLECT

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If the Premises and/or the Rental Property is damaged because of the intentional acts, negligence, carelessness, or misuse by Tenant, Tenant will be responsible for the actual costs incurred by Landlord to repair or replace the damage, waste, or neglect unless Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of a crime in any way related to the repair costs. Unless Tenant, or someone who lawfully resides with Tenant, was a victim, Tenant must reimburse Landlord within ten (10) days of demand for any damage, waste, or neglect to the Rental Property and/or any other amounts owed due to Tenant's failure to follow these Rules and Regulations.

## 1.7 CHANGING LOCKS

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Tenant will not install or change locks or gates on any doors or windows or any other entry/exit point in the Premises and/or Rental Property without the prior written authorization of Landlord. If Landlord approves Tenant's request to install or change locks, Tenant must provide Landlord with a key to the new lock within twenty-four (24) hours. Tenant must reimburse Landlord for its actual costs to regain entry to the Premises and/or rental Property should Tenant fail to provide Landlord with a key to the new lock within twenty-four (24) hours of installation. Tenant shall not duplicate or give any keys to the Premises and/or Rental Property to any person other than those listed on the Rental Agreement without the prior written authorization of Landlord.

## 1.8 PLUMBING

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Tenant will be responsible for the cost of all plumbing repairs resulting from the improper use of the plumbing facilities by Tenant. Tenant shall not dispose of any items including, but not limited to, 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. If Tenant fails to timely notify Landlord of the above, Tenant will be responsible for paying for any increased water bill. Tenant shall not leave water running except during actual use. Tenant will only do laundry in designated areas and during the posted hours unless otherwise approved in writing by Landlord.

## 1.9 SMOKING

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Any damage to the Premises and/or Rental Property as a result of Tenant's smoking will be Tenant's responsibility.

## 1.10 WATERBEDS

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No furniture filled with liquid including, but not limited to, waterbeds, is allowed in or on the Premises and/or Rental Property without the prior written approval of Landlord.

## 1.11 LOITERING

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

## 1.12 NOISES & ODORS

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Tenant will not make or permit noises, odors, or other acts that will disturb the right of comfort and enjoyment by 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 and/or neighbors. Nothing in the prior sentences authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises and/or Rental Property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

## 1.13 GUESTS

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Tenant is responsible for the conduct of all guests. No guest may reside in the Premises and/or Rental Property for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3) consecutive days within any one (1) month period. No guest shall remain in or on the Premises and/or Rental Property unless Tenant is also present.

## 1.14 PETS

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Pets are not permitted in or on the Premises and/or Rental Property at any time without the prior written consent of Landlord.

## 1.15 GRILLING

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No grilling is allowed within ten (10) feet of any building or structure on the Rental Property. No grilling is allowed on any balcony or porch. If permitted, only covered grills are allowed to be used on the Rental Property. No fire pits or bonfires are allowed anywhere on the Rental Property. All grilling materials must be removed from any common areas and/or grounds after use. Indoor storage of gas grills, gas tanks, charcoal, or lighter fluid is prohibited.

## 1.16 SUBLETTING / ASSIGNMENT

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Tenant shall not assign or sublet the Premises and/or Rental Property, or any part of the above, without the prior written consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, HomeAway, or VRBO.

### 1.17 VEHICLES

Only vehicles authorized by Landlord may be parked on the Rental Property. Tenant must register the license plate number, model, and make of Tenant's vehicle with Landlord.. Vehicles of Tenant's guests or invitees 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 Rental Property. Tenant shall not park any commercial or recreational vehicles on the Rental Property without the prior written consent of Landlord. At no time is Tenant allowed to repair any vehicle while on the Rental Property including, but not limited to, changing flat tires and/or changing oil. Any unauthorized, unregistered, or inoperable vehicles on the Rental Property may be ticketed and/or towed at the vehicle owner's expense. Tenant shall not drive any vehicle on the grass or sidewalks of the Rental Property 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 Rental Property, Tenant will be responsible for paying Landlord's actual costs to clean, repair or replace any damage. Tenant shall not wash any vehicles on the Rental Property without the prior written consent of Landlord.

### 1.18 GARAGES

No gas or flammable materials may be stored in any garage or other parking area. No car heaters may be used inside the garage or parking area. Garage doors must be kept closed at all times except when exiting or entering the garage.

### 1.19 INSURANCE

It is Tenant's responsibility to obtain insurance coverage for their personal property stored in or on the Premises and/or Rental Property. Landlord shall not be responsible for any loss or damage to Tenant's personal property unless the loss or damage was the result of Landlord's negligent acts or omissions.

### 1.20 NON-WAIVER

Any failure to act by Landlord regarding 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 of these Rules by Tenant.

### 1.21 VIOLATIONS

A VIOLATION OF THE 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.

### 1.22 CRIME VICTIM PROTECTIONS

Nothing in these Rules and Regulations authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises and/or Rental Property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

### 1.23 COMPLIANCE WITH WIS. STAT. §704.44

Nothing in these Rules and Regulations authorizes Landlord to do

anything that would be a violation of Wis. Stat. § 704.44 or Wis. Admin. Code § 134.08.

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Date Signed

# 1

## SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM

### 1.1 SMOKE DETECTORS:

This Smoke and Carbon Monoxide Detector Addendum ("Addendum") is incorporated into Tenant's Residential Rental Agreement ("Rental Agreement"). If there is any conflict between the terms and conditions of this Addendum and those contained in the Rental Agreement, the terms and conditions of this Addendum shall be controlling.

All definitions of key terms as set forth in the Rental Agreement will apply to this Addendum as well.

Landlord has provided working smoke detectors in and on the Premises and Rental Property as required by law. Tenant acknowledges that all smoke detectors in and on the Premises and Rental Property are fully operational. Smoke detectors shall be maintained as follows:

1. Landlord shall be responsible for maintaining and testing all smoke detectors located in common areas as required by law.
2. Tenant shall be responsible for maintaining and testing all smoke detectors within the Premises as required by law.
3. Tenant shall inform Landlord, in writing, of any smoke detector that is not properly working, and Landlord shall have (5) days after receipt of written notice to repair or replace the smoke detector.
4. Tenant shall replace batteries in all smoke detectors located in the Premises as necessary.

Wis. Stat. § 101.145

### 1.2 CARBON MONOXIDE DETECTOR NOTICE STATUTES:

State law requires that a Landlord of a residential property install a carbon monoxide detector in all the following locations no later than April 1, 2010:

1. In the basement of the building if the basement has a fuel-burning appliance.
2. Within fifteen (15) feet of each sleeping area that is immediately adjacent to a unit that has a fuel-burning appliance.
3. In each room that has a fuel-burning appliance and that is not used as a sleeping area. The detector should be installed not more than seventy-five (75) feet from the fuel-burning appliance.
4. In each hallway leading from a unit that has a fuel-burning appliance, in a location that is within seventy-five (75) feet from the unit, except that, if there is no electrical outlet within this distance, Landlord shall place the carbon monoxide detector at the closest available electrical outlet in the hallway.

Landlord has installed carbon monoxide detectors that bear an Underwriters Laboratories, Inc., listing mark or similar mark from an independent product safety certification organization and has installed the detectors according to the directions and specifications of the manufacturer.

State law also requires Landlord to reasonably maintain every carbon monoxide detector in the residential property in the manner specified in the instructions for the detector.

Tenant must provide L with written notice if a detector is not working properly or has been removed by a person other than Tenant. Landlord must repair or replace the detector within five (5) days after receipt of written notice by Tenant.

A Landlord of a residential building is not liable for damages resulting from any of the following:

1. A false alarm from a detector that was reasonably maintained.
2. The failure of a detector to operate properly if that failure was the result of tampering, removal or destruction of the detector by a person other than Landlord.
3. The result of a faulty detector that was reasonably maintained by Landlord.

Wis. Stat. § 101.149

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Date Signed

# 1

## REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

### 1.1 REQUIREMENTS

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required.

### 1.2 LESSOR PROVIDED COVERAGE

If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest master insurance policy. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal

property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.

3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of (\$4.50) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

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

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## Disclosure of Information on Lead-Based Paint and/or Lead- Based Paint Hazards Addendum

### 1.1 DISCLOSURE OF INFORMATION:

This Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Addendum ("Addendum") is incorporated into Tenant's Residential Rental Agreement ("Rental Agreement"). If there is any conflict between the terms and conditions of this Addendum and those contained in the Rental Agreement, the terms and conditions of this Addendum shall be controlling.

All definitions of key terms as set forth in the Rental Agreement will apply to this Addendum as well.

### 1.2 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, Landlord must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

### 1.3 LANDLORD'S LEAD WARNING DISCLOSURE:

1. < > Landlord has knowledge of lead-based paint and/or that lead-based paint hazards are present in the property (explain).
2. < X > Landlord has no knowledge of lead-based paint and/or that lead-based paint hazards in the property.

### 1.4 RECORDS AND REPORTS AVAILABLE TO LANDLORD:

1. < > Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property (list documents below).
2. < X > Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the property.

### 1.5 ACKNOWLEDGEMENT:

#### Tenant's Acknowledgement:

Tenant states that Tenant has received any records and reports listed under Landlord's Disclosures above. Tenant acknowledges that Tenant has received the pamphlet *Protect Your Family From Lead In Your Home*.

#### Agent's Acknowledgement:

If Landlord is represented by an agent, the agent certifies that agent has informed Landlord of Landlord's obligations under 42 U.S.C.

4852(d) and that agent is aware of agent's duty to ensure compliance with the requirements of federal laws and regulations.

#### Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X

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