

RESIDENTIAL RENTAL AGREEMENT

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

TENANT: (_____ adults and _____ children) **LANDLORD:** _____
Agent for Mary Patoka (715) 343-7500
service of (name) (phone)
Process 5499 Highway 10 E, Suite A
(address)

PREMISES: Building Address _____
_____ Stevens Point, WI 54482
(street) (city, village, town) (state) (zip)
Agent for Mark Paulson 1 (877) 377-1434
maintenance, (name) (phone)
management 205 E Main Street, Suite 12
(address)

Apartment/room/unit: _____
Wautoma, WI 54982
(city, village, town) (state) (zip)
Agent for _____ 1 (877) 377-1434
collection (name) (phone)
of rents 205 E Main Street, Suite 12
(address)
Wautoma, WI 54982
(city, village, town) (state) (zip)

RENT: Rent of \$ _____ for Premises and
\$ _____ for other (specify _____)
is due on the First day of each month as is payable at,
5499 Highway Ten E, Suite A, Stevens Point, WI 54482

TERM: (Strike either (a) or (b))
(a) ~~Month to month beginning on _____, _____; or~~
(b) For a term of 12 months beginning on _____
and ending on _____.

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

If rent is received after the Fifth day of each month
the Tenant shall pay a late fee of \$ 25.00
Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or tenant obligations:

UTILITIES: Check if paid by: Landlord Tenant
Electricity
Gas
Heat
Air Conditioning
Sewer/Water
Hot Water
Trash
Other
If utilities or services payable by Tenant are not separately Metered, tenant's share of payments are allocated as follows:

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ _____ to be held by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to tenant's last known address within twenty-one (21) days after any event set forth in §704.28(4), Wis. Stats. If any portion of the deposit is withheld, Landlord must provide tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in §704.28(1), Wis Stats. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. **Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.**

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

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

NOTICE TO VACATE: Lease for Term – No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

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

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

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

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

MAINTENANCE: Pursuant to §704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located. All maintenance requests should be called in immediately to mitigate any damage that may occur to the building. Call 1-877-377-1434 if there is any maintenance or repair need.

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

SNOW PLOWING: Snow plowing will be done at multifamily properties when the snow fall is 2" or more. In between snow removal, you may need to sweep/shovel snow from your walkway, and/or spread salt. There will be a bucket of salt kept by the community room or office that you can access whenever necessary.

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

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

UTILITY WASTE: At some locations, utilities are included in rent. In these locations, it is imperative that tenants not waste utilities. If it is below freezing (32 degrees Fahrenheit), and/or if tenant has the heat turned on, windows and doors must remain closed. If you leave the windows and doors open during cold weather, this is considered waste, and you could receive a lease violation. Efforts should be made to conserve energy at all times. Exterior lights under the control of the tenant should be turned off during daylight hours. If the landlord pays for electricity or water, the laundry facilities should only be used for laundry belonging to the approved tenants of that unit. Tenants should not do laundry belonging to others, or allow others to do laundry in the laundry room or in the laundry facilities in the apartment for others who do not legally live in the apartment.

CABLE & SATELLITE TELEVISION: CAP Services' managed properties generally allow cable television to be installed by the local provider. If satellite is available at your location, it must be installed by a specific provider. Before you call a satellite company for installation, first call our toll-free line (1-877-377-1434) to be sure you contact the proper company. Should you have an unapproved satellite installation, you will be responsible for the costs to remove the satellite from the premises and repair any damage to the building.

RENT: All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent." Rent is required to be paid via automatic payments through the ACH system.

CODE VIOLATIONS AND ADVERSE CONDITIONS: There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.

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

NOTICE OF DOMESTIC ABUSE PROTECTIONS:

1. As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, 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 Section 704.16 of the Wisconsin Statutes. 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.

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

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

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

CONTINUATION OF AGREEMENT: Landlord requires an annual lease to be signed on or before the end of the lease if tenant plans on continuing to occupy unit.

ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premise.

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

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.

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

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

RULES AND REGULATIONS

GENERAL

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

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

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

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

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

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

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

198 **USE OF THE PROPERTY**

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

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

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

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

205 12. No car washes for vehicles not owned by tenant, for profit or otherwise, may be held on the property. Tenants may wash their own personal
206 vehicles in their personal parking places (if parking space is provided).

207 13. Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended.

208 14. Tenant agrees not to destroy, deface, damage, or remove, any part of the property, including decorations, security cameras, furnishings,
209 utensils, or other items belonging to the property or landlord.

210 **APPEARANCE & UPKEEP OF PROPERTY**

211 15. Tenant shall not allow any sign, advertisement, decal, magnet or notice to be placed in or on the common areas of the property, whether inside
212 or outside, including on the siding or garage doors, without the prior written consent of landlord.

213 16. Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets, or sheets are not allowed.

214 17. Tenant agrees to keep the rental unit in a clean, safe, and sanitary condition and not litter the property.

215 18. Tenant agrees not to consume food in lobby or common hallways to ensure proper cleanliness of property.

216 19. Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall only use the proper wattage of bulb as specified on the
217 light fixture. Tenant may purchase the bulbs, and request assistance in changing them, if they are unable to reach the light fixtures.

218 20. Landlord will replace smoke alarm and carbon monoxide detector batteries once a year. Tenant is responsible for replacing any batteries for
219 smoke alarm and carbon monoxide detectors located within the rental unit should the low-battery indicator sound.

220 21. Tenant agrees to regularly and properly dispose of garbage and recyclable materials and to place such items in the proper receptacles
221 provided for that purpose. Any boxes must be broken down and placed in the proper dumpster if one is provided, or set out with recyclables at the
222 designated time set by the municipality.

223 22. Neither garbage nor recyclable materials shall be kept on the porch, common areas, or grounds. Tenant agrees to comply with any and all
224 laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials.

225 23. If tenant wishes to dispose of any large items, it is the responsibility of tenant to make special arrangements in accordance with local
226 ordinances and laws, to dispose of such items. Any charges incurred by landlord as a result of tenant's failure to comply with the above will be the
227 responsibility of the tenant.

228 24. Tenant agrees to keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common
229 areas or on the grounds and will be immediately removed and disposed of by landlord. Any costs incurred by landlord to remove tenant's property
230 will be the tenant's responsibility.

231 25. Tenant shall cooperate with the landlord to keep common areas and grounds in a safe and clean condition.

232 26. Tenant agrees to promptly notify landlord of any maintenance or repair issues.

233 **MODIFICATIONS TO PROPERTY**

234 27. Tenant is prohibited from making any alterations, additions, or improvements to the inside or outside of the property, including but not limited to,
235 painting, varnishing, wallpapering, or installing any fixtures, without the prior written consent of landlord.

236 28. Should tenant make any alterations, additions or improvements in violation of the above, landlord may immediately remove it and tenant will be
237 responsible for all costs incurred by landlord to return the property to its original condition.

238 29. Tenant is not authorized to instruct any contractors hired by landlord to provide any additional services not previously authorized by landlord.

239 **DAMAGE TO THE PROPERTY**

240 30. If the property is damaged as a result of the action or inaction of tenant, tenant will be responsible for the repair costs incurred by landlord.

241 31. Tenant must reimburse landlord for any repair costs within fifteen (15) days of demand.

242 **CHANGING LOCKS OR DIGITAL CODES**

243 32. Tenant will not install additional or different locks or gates, or change codes on pushbutton locks on any doors or windows in the property
244 without the prior written consent of landlord.

245 33. If landlord approves tenant's request to install or change locks, tenant agrees to provide landlord with a new key within twenty four (24) hours.

246 34. Tenant will be responsible for any repair costs incurred by landlord to gain entry to property if tenant does not provide landlord with a new key
247 within twenty four (24) hours.

248 35. Tenant shall not give any keys or codes to the property to any person other than those listed on the rental agreement without the prior written
249 consent of landlord.

250 **PLUMBING**

251 36. Tenant will be responsible for the cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities by tenant.
252 Tenant will not dispose of any cloth, metal, glass, wool, plastic, condoms, feminine hygiene products, or similar items in the toilet, sink, or garbage
253 disposal.

254 37. Tenant will immediately report to landlord in writing if any pipes or faucets are leaking or if any toilet continues to run.

255 38. Tenant will not leave water running except during actual use, unless specifically directed to do so by Landlord.

256 39. Tenant will only do laundry in designated areas and during the posted hours unless otherwise approved by landlord.

257 **WATERBEDS**

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

259 **NOISES & ODORS**

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

262 **PETS**

263 **42.** Pets or visiting pets are not permitted on the property at any time without the prior written consent of landlord. Please call the landlord at 1
264 (877) 377-1434 to inquire whether your location allows pets. If pets are allowed at your location, there are certain breed restrictions that must be
265 followed. Please see the pet policy located in the resident handbook for more information.

266 Under no circumstances can a resident obtain a pet without first receiving approval in writing from management. Should a resident acquire a pet
267 without prior written authorization of the landlord, they will be charged pet rent retroactively for a 12 month period (\$300).

268 Tenant has a pet and will follow the attached pet agreement.

269 **GRILLING**

270 **43.** No grilling is allowed within twenty (20) feet of the building or porch.

271 **44.** No grilling is allowed on any balcony or porch.

272 **45.** Only covered grills are allowed to be used - no fire pits, hot oil cookers or bonfires allowed.

273 **46.** Any grilling materials must be removed from common areas and/or grounds after use, once they have cooled.

274 **47.** Grills should be stored, once cooled, inside a garage or on the tenant's porch.

275 **RECERTIFICATION**

276 **48.** Tenant understands that CAP Services must recertify their income on a yearly basis and must receive recertification paperwork back in CAP
277 Services Wautoma office in a timely manner. This process begins 120 days before the lease end date, to provide enough time to verify all income
278 and assets. If the tenant refuses to return the questionnaire and other requested paperwork within 30 days of receiving it, it will be considered a
279 violation of this lease.

280 **VEHICLES**

281 **49.** Only vehicles authorized by landlord may be parked on property.

282 **50.** Tenant must register the license plate number, model, and make of tenant(s) vehicle(s). License Plate: _____

283 **51.** Vehicles of tenant's guests must be parked in designated spaces, if any; otherwise they must be parked on the street.

284 **52.** Tenant's guests or invitees may not park their vehicles in other tenant's parking spaces.

285 **53.** Tenant shall not park any unregistered, unlicensed, or inoperable vehicles on the property.

286 **54.** Tenant shall not park any commercial or recreational vehicles on the property without the prior written consent of landlord.

287 **55.** At no time is tenant allowed to repair vehicles on the property, including but not limited to, changing flat tires and/or changing oil.

288 **56.** Any unauthorized, unregistered, or inoperable vehicles on the property may be ticketed and/or towed.

289 **57.** Tenant shall not drive any vehicle on the grass, lawns, or sidewalk at any time.

290 **58.** Vehicles must be maintained in reasonably good repair and shall not drip fluids or cause damage to landlord's property.

291 **59.** If tenant's vehicle causes any damage to the property, such costs to repair, will be the tenant's responsibility.

292 **60.** Tenant may wash their own personal vehicle in their own personal parking space (if a parking space is provided). No major work on cars is
293 permitted on the property, in the driveways or parking areas of any CAP properties. Putting cars "up on blocks" is hereby prohibited. No oil
294 changes or changes of fluids allowed unless proper precautions are taken to prevent spills and damage. Should your car leak oil, etc. you must
295 clean this immediately. (Charges for clean-up will be assessed to the resident.) No more than one car per licensed driver is permitted. Exceptions
296 to this rule must be requested and approved in writing.

297 **61.** No owner, operator, or occupant of any premises shall suffer, permit, or allow any disassembled, dismantled, junked, or wrecked motor
298 vehicle, machinery, or trailer to be stored or allowed to remain in the open on such premise for a period in excess of three days.

299 **RENT COLLECTION**

300 **61.** CAP Services Requires that all Rent be paid by ACH withdrawal. Exceptions to this requirement must have written permission from the
301 Property Manager. The rent will not be taken out of the account before the 5th of the month. In the event that there are no funds in the account or
302 the payment is not available the Resident is responsible to have the rent paid manually along with any late fees and penalties if applicable. Please
303 refer to the "Rent Paid Manually, Non ACH Withdrawal" section of this handbook for additional information.

304 Any requests for changes to the ACH, such as account changes, stop payments, etc., must be received in the Wautoma Rental Office by the 15th
305 of the month prior to the rent payment being drawn. If you change your account where the rent is drawn from, please call the office to request a
306 new ACH form, and return it so the Wautoma office has it by the 15th of the month prior to the change. For example, in order for an ACH to be
307 processed for the October rent payment, a change must be requested by September 15.

308 **Clubhouse or Community Rooms**

309 **62.** Some of our locations have a clubhouse or community room for the use of residents at that location. When using the clubhouse or community
310 room, the tenant who reserves the room is considered the host. HOST agrees to leave the Clubhouse or Community Room in the same or better
311 condition the Clubhouse or Community Room was in before use by the HOST and his/her guest(s). If there are any damages to the Clubhouse or
312 Community Room, HOST agrees to pay for the actual repair or replacement costs. A statement for such charges will be directed to HOST and
313 becomes immediately due and payable.

314 **PARKING POLICY**

315 **63.** It is the policy of CAP Services to maintain our properties in compliance with city codes and ordinances. In accordance with government
316 ordinances, non-working, and/or unlicensed and/or unregistered vehicles are prohibited from being parked on the property or in the driveways of
317 any property of CAP Services. Parking is never allowed on lawns. Some properties have irrigation systems for watering the grass, and if a tenant
318 or guest parks on the grass, they may damage the irrigation system. The tenant will then be assessed repair charges for any damage they or their
319 guests do to the system. For the convenience and safety of our tenants, all visitors must park in designated parking areas or on-street parking
320 only. If visitor parking is not clearly designated, ask our on-site representative where your guests should park and direct your guests to park only in
321 this area. Please be aware that, if visitors repeatedly park outside the designated parking areas, we will have the vehicle towed at the owner's
322 expense. No parking is allowed on throughways in Senior Villages. During the winter season, it is expected that vehicles are parked in a garage if
323 available. If you do not have a garage, or choose not to park your vehicle(s) in the garage, it is expected that you move your vehicle(s) while the
324 snow plows are removing the snow. This would allow the snow plows access to remove as much snow as possible. If this is not done, it is
325 expected that the resident remove the accumulated snow within 12 hours or before you move the vehicle.

326 **REPAIRS AND MAINTENANCE REQUESTS**

327 **64.** CAP Services is committed to keeping the housing units it manages in the best possible state of repair. If you call in a Maintenance Request,
328 permission to enter is assumed. Our maintenance personnel are bonded and insured. For all maintenance requests, please call our toll-free
329 number, 1 (877) 377-1434. For after-hours emergencies (no heat, water floods, etc.), call our crisis line at 1 (800) 472-3377. The Resident has

primary responsibility for control and elimination of pests (bugs and insects or others) from their immediate living space. The Rental Housing Department will respond only when the problem is clearly beyond the capability of the Resident to resolve.

NONSMOKING REQUIREMENT

65. Purpose of No-Smoking Standard. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

1. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

2. Smoke-Free Complex. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so.

3. Resident to Promote No-Smoking Standard and to Alert Landlord of Violations. Resident shall inform Resident's guests of the no-smoking standard. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit.

4. Landlord to Promote No-Smoking Standard. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

5. Landlord Not a Guarantor of Smoke-Free Environment. Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

6. Other Residents are Third-Party Beneficiaries of Resident's Agreement. Resident agrees that the other Residents at the complex are the third-party beneficiaries of Resident's smoke-free agreements with Landlord. (In layman's terms, this means that Resident's commitments in this agreement are made to the other Residents as well as to Landlord.) A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Landlord breached this agreement.

7. Effect of Breach and Right to Terminate Lease. A breach of this non-smoking requirement shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this agreement shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

8. Disclaimer by Landlord. Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this non-smoking requirement is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this agreement than any other landlord obligation under the Lease.

EMERGENCY PROCEDURES: In case of emergency, residents are urged to first secure the safety of their immediate family or guests, call the appropriate authorities, and then call CAP Services. Depending on the emergency, please take the following actions:

Fire: Exit the building as soon as possible, and then call 911. When everyone is safely out the building and the authorities have been called, call the toll free line 1 (877) 377-1434, or if it is after business hours or on a weekend or holiday, call 1 (800) 472-3377.

Gas Smell: Exit the building as soon as possible, and then call the gas company:

Alliant Energy: 1 (800) 255-4268

Wisconsin Power & Light: 1 (800) 862-6263

Wisconsin Public Service: 1 (800) 450-7280

WE Energies: 1 (800) 261-5325

No Heat: Call the toll-free line 1 (877) 377-1434, or if it is after business hours or on a weekend or holiday, call 1 (800) 472-3377.

Water Leak: Call the toll-free line 1 (877) 377-1434, or if it is after business hours or on a weekend or holiday, call 1 (800) 472-3377.

Sewer/Drain: If the problem cannot wait until the next business day, call the toll-free line 1 (877) 377-1434, or if it is after business hours or on a weekend or holiday, call 1 (800) 472-3377.

Crime: Should you observe a crime taking place, secure yourself and your family, call 911 to inform the authorities, then call the toll-free line 1 (877) 377-1434 to inform CAP Services of the situation.

CO Detector: All units are also equipped with a carbon monoxide (CO) detector. Should you hear the alarm sounding in a constant manner, dial 911 and remove yourself from the building. If there is a single chirp, this could mean there is a problem with the device. Contact the toll free maintenance line to report this and we will take care of the problem.

ATTICS AND CRAWL SPACES: All attics and crawl spaces are off limits to tenants. These areas should not be accessed by anyone other than the landlord or any contractor that has prior approval from the landlord. This policy is for the safety of everyone. If you notice a problem in any of these areas, please call the landlord to notify them of the problem.

INSPECTIONS: Annual Inspections: At least one inspection will be conducted annually for each apartment to identify maintenance and housekeeping issues that need to be corrected. Residents will be notified in a timely manner of the inspection. CAP Services will provide tenants with one week notice of the inspection date. If the resident would like to be present when an inspection is performed, they must arrange to be present at the designated inspection time. If the resident is not home, the inspection will be performed on the scheduled date whether or not anyone is present, according to the original notice. CAP Services will lock the apartment after completing the inspection, should the resident not be present, regardless of requests to do otherwise. CAP Services will not issue any blanket agreements not to enter an apartment without the resident's presence. If the resident fails to adhere to this process and does not allow an inspection to be performed in their apartment, it will constitute a lease violation. It is CAP Services intention not to enter your apartment any more than necessary; however, due to the funding programs used to develop affordable housing, you may be subject to four additional walk-throughs by funding agencies and CAP Services in a year's time. We understand that, at times, the number of intrusions that are caused by the need to enter your apartment will seem excessive.

Unfortunately, it is necessary to access your apartment to perform the required government inspections, safety system inspections, follow-up inspections, and various maintenance necessary to keep the property in good repair and remain compliant with funding programs, as well as local, state and federal regulations.

Re-Inspections: Any unit that fails an inspection will be sent a lease violation and re-inspected within one week. Should the unit not pass this re-inspection; a 30 day notice will be issued to vacate the premises. Should the unit pass the re-inspection; a follow up inspection will be conducted two months from the date of the last inspection. Should the unit pass this six month review inspection, inspections will return to its yearly schedule.

New tenant Inspections: Any tenant moving into a unit will be inspected within the first two month period, after proper notice. If the tenant passes the inspection, they will go to the normal annual inspection schedule. If they fail, they will go to the Re-Inspection schedule noted above.

Other inspections, including inspections by funding agencies, may be conducted by an agency representative who is accompanied by a CAP Services representative.

PROGRAM CONDITIONS: The terms and conditions below shall supersede the terms and conditions of the Lease agreements above to the extent inconsistent therewith.

1. The premises are to be operated in accordance with the requirements of one or more housing program(s) (Program), including but not limited to the HUD HOME Program, the Low Income Housing Tax Credit Program, and the Affordable Housing Program. Tenant's rights hereunder shall be subject to the requirements that must be met under the Program. Tenant shall cooperate with all Landlord requirements related to such compliance and the Program.

2. Permitted Occupants. Only the following persons will be permitted to occupy the premises:

Tenant shall not allow any other person to move into the premises without Landlord's prior written approval.

3. Income Certification. Tenant has or will complete and execute an Income Certification Form prior to commencement of the lease term, and shall complete and execute further Income Certification Forms at Landlord's request at least annually hereafter. Upon request by Landlord, Tenant shall recertify Tenant's household income to Landlord or any governmental or quasi-governmental agency in a manner satisfactory to Landlord, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Landlord. Failure to provide accurate and timely income certification will constitute a breach of this lease. Documentation, including the annual recertification questionnaire, must be returned to the office located at 205 E Main Street, Wautoma, WI 54982 within 30 days of receipt, completely filled out. Refusal to do so constitutes a breach of this lease.

4. Recertified Income. Tenant acknowledges that the annual recertification of Tenant's household income must meet the limitations imposed by the Program for continued occupancy of the premises.

5. Information Supplied. Tenant hereby certifies that the information supplied by tenant to Landlord that was taken into consideration by Landlord in determining Tenant's qualifications to rent the premises, including Tenant's application, Income certification and Recertification, is accurate, complete, and true in all respects.

6. Increased Income. If, upon annual recertification, Tenant's household income exceeds 80% of the applicable Program limits (HOME Program) or 140% of the applicable Program limits (LIHTC Program), Landlord may: (a) increase Tenant's monthly rent to market rate, and, (b) move Tenant to a market rate unit, or (c) elect not to renew this Lease upon thirty (30) days written notice to Tenant. For HOME funded units, income can increase to 80% AMI before rent must be adjusted to be 30% of the tenant's income.

7. Certain Changes. Tenant shall notify Landlord immediately in writing if Tenant's household size changes, his or her income increases, Tenant become(s) a full time student, or begins to receive HUD assistance. Landlord may adjust Tenant's rent and/or utility allowance to reflect Tenant's status if Tenant becomes a HUD assisted tenant.

8. Smoke Detector. Landlord and Tenant each hereby acknowledge that state law requires the owner (Landlord) of a dwelling to install a functional smoke detector in the basement of the dwelling and on each floor level of each dwelling unit, except the attic or storage area of a dwelling unit. State law further requires the occupant (Tenant) to maintain any smoke detector in the premises unless the occupant (Tenant) or a government building inspector gives written notice to the owner (Landlord) that the smoke detector is not functional. Owner (Landlord) shall within 5 days after receipt of such a notice provide any maintenance necessary to make the smoke detector functional. Upon discovery that a smoke detector in the premises requires maintenance, occupant (Tenant) agrees to immediately either provide any maintenance necessary to make that smoke detector functional or provide owner (Landlord) written notification of the required maintenance.

9. Barrier-Free Units. If the premises are barrier-free and neither Tenant nor any member of Tenant's household uses a wheelchair, Landlord may require Tenant to relocate to a non barrier-free unit upon ten (10) days written notice if (a) a non barrier-free unit to which Tenant may relocate is available, and this unit is suitable for (b) a person who uses a wheelchair wishes to lease the premises.

10. Security Deposit. Tenant hereby authorizes Landlord to deposit the security deposit funds required by the Lease in an interest-bearing account in any bank, savings and loan association, credit union or elsewhere as permitted by applicable law. Interest earned may be disbursed to landlord, except interest required by applicable law to accrue to the benefit of Tenant, which interest shall be disbursed as required to Tenant.

11. Drug Free Housing. In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Management and Resident agree to the following pertaining to Drug Free Housing:

a. Resident, any member of Resident's household, or a guest or other person shall not engage in drug-related activity, on or near the premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a Controlled Substance 21 U.S.C. 802.

b. Resident, any member of the Resident's household, or a guest or other person shall not engage in any act intended to facilitate drug-related activity, on or near property premises.

c. Resident or members of the household will not permit the dwelling to be used for, or to facilitate drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

d. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.

e. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease.

f. Resident, any member of the Resident's household, or a guest or other person shall not engage in acts of violence or threats of violence, including, but not limited to, the lawful discharge of firearms on or near property premises.

12. CRIMINAL ACTIVITY PROHIBITED: Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage

in any criminal activity, including drug-related criminal activity, in the Premises or on the property.

13 Release from Annual Lease for Medical Reasons. Should the tenant have to move from the home/apartment due to medical reasons, they can do so with a 30-day notice, but still following the policy of no mid-month move-outs.

Conflict of Interest. PURPOSE: The purpose of this Policy is to help manage those situations where Conflicts of Interest arise within the HOME housing program governed by the State of Wisconsin. The goal of this policy is to ensure fair and equitable treatment for all program eligible participants.

APPLICATION OF REQUIREMENTS: The Conflict of Interest provisions apply to anyone who participates in the HOME Housing decision-making process or who gains inside information with regard to Home Housing assisted activities. Such individuals are, but are not necessarily limited to: CAP staff, CAP Board members, or members of their immediate families, and business associates of those listed above.

The requirements prohibit any such individuals from benefiting from their position personally, financially or through the receipt of special benefits other than payment of their salary and/or appropriate administrative expenses. This does not prevent staff, Board Members, their family members, and/or business associates from receiving housing benefits for which they qualify as low-income individuals, if not in violation of State Laws.

CONFLICT OF INTEREST: A Conflict of Interest may occur when an employee of CAP Services, a Member of the CAP Services Board, or an immediate relative of an employee or Board member is selected to receive assistance through any of the HOME Programs.

DEFINITIONS: Immediate family: is defined as a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of the employee or his/her spouse, and grandchildren of the employee, or "foster" or "step" situations within these relationships.

HUD APPROVAL: If the person receiving assistance is of low-income and they qualify for eligibility, admission and occupancy, only public disclosure and HUD notification is required per CFR §1000.30(c). However, HUD approval for an exemption is required when there is a potential conflict of interest that would be in violation of §1000.30(b). An example of a situation requiring HUD approval for an exemption of the Conflict of Interest provision would be a housing assistance to CAP Services staff member who meets the eligibility criteria of the HOME program.

PUBLIC DISCLOSURE: CAP Services shall make public disclosure of the nature of assistance to be provided and the specific basis for selection of that person. A copy of the disclosure shall be provided to the Division of Housing for approval before assistance is provided.

REFERENCES: 24 CFR 85.36 (a) (3); 24 CFR 1000.30, 1000.32, 1000.34 and 1000.36

By signing below, hereby certify that to my knowledge there exists no conflict of interest, as defined above, between myself or anyone in my household and CAP Services.

SPECIAL PROVISIONS:

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

APPLIANCES INCLUDED IN APARTMENT: The following appliances are included in the apartment rental, but are owned by the landlord:

- Dishwasher Electric Garage Door Opener Garbage Disposal Laundry Dryer Laundry Washing Machine
- Microwave Oven Refrigerator Stove Other: _____

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

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CO-SIGNER / GUARANTOR –ONLY IF REQUIRED

In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

CO-SIGNER / GUARANTOR INFORMATION

Signature: _____
(date)

Print Name: _____

_____ (address)

Signature: _____
(date)

Print Name: _____

_____ (address)

LANDLORD / AGENT

Signature: _____
Print Name: _____ (date)

TENANT

Signature: _____
Print Name: _____ (date)

Signature: _____
Print Name: _____ (date)

Signature: _____
Print Name: _____ (date)

Signature: _____
Print Name: _____ (date)

NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your landlord may assess and withhold from your security deposit. Initial each numbered line below, then sign where indicated.

Resident(s) Name: _____
Address: _____

- 1. _____ LATE FEE: A late fee of \$25.00 will be assessed as set forth in the rental agreement upon all late rental payments. These fees may be deducted from tenant’s security deposit.
- 2. _____ RETURNED CHECK/STOP PAYMENT FEE: If any payment by tenant is returned unpaid due to insufficient funds or for any other reason tenant will be charged a fee of \$10.00 per occurrence. If landlord incurs any other costs or fees as a result of tenant’s payment being returned due to insufficient funds or for any other reason, tenant will also be responsible for the actual costs incurred by landlord as a result. These fees and costs may be deducted from tenant’s security deposit.
- 3. _____ PARKING: Tenant may park their vehicle in the designated area or space as set forth in the rental agreement. If tenant parks vehicle anywhere other than the designated area or space the tenant will be assessed a fee of \$10.00 for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the premises and the above-mentioned fee will also be assessed against tenant for each day that this rule is not followed. Tenant must insure that all visitors follow the above rules or risk being assessed the above-mentioned fees. These fees may be deducted from tenant’s security deposit.
- 4. _____ FAILURE TO PERMIT ACCESS TO UNIT: If tenant fails to permit access to unit after landlord has properly complied with all notice provisions set forth in chapter 704 of Wisconsin Statutes and chapter ATCP 134 of the Wisconsin Administrative Code, tenant will be assessed a fee of \$10.00 for each occurrence. Tenant will also be liable for any damages and/or costs incurred by landlord as a result of tenant’s failure to allow access to unit. These fees and costs may be deducted from tenant’s security deposit.
- 5. _____ RETURN OF KEYS/GARAGE DOOR OPENER/RE-KEYING OR CHANGING LOCKS: If tenant fails to return all keys and garage door openers provided by landlord when vacating, tenant will be assessed a fee of \$25.00. This includes all keys, including but not limited to, mailbox, laundry, and storage keys. If tenant requests changing of locks or re-programming of digital locks, or locks are changed or digital locks reprogrammed at Landlord’s discretion because tenant lost keys or for other reasons caused by tenant, tenant will be assessed a fee of \$35.00 for changing keys, or for digital lock changes that must be performed outside normal business hours of 8:30 a.m. to 4:30 p.m. or if the changes require a special trip to the property. These fees may be deducted from tenant’s security deposit.
- 6. _____ DAMAGE TO UNIT: Tenant is responsible for repairing any damage to the unit prior to vacating. The unit should be left in the same condition as it was when tenant moved into unit. If tenant fails to repair any damages to the unit, tenant will be assessed the actual costs incurred by landlord up to \$35.00 per hour plus the costs of any materials. Such fees and costs may be deducted from tenant’s security deposit.
- 7. _____ MODIFICATIONS TO UNIT: Tenant is not allowed to make any modifications to unit without the written consent of landlord as set forth in the rental agreement. If tenant makes modifications to unit without the written consent of landlord then tenant will be charged the actual costs to return the unit to its original condition. Such charges may be deducted from tenant’s security deposit.
- 8. _____ RE-RENTAL COSTS: If tenant vacates the unit without proper notice or is removed from the property for failure to pay rent or any other breach of rental agreement, tenant is liable for all charges permitted under §704.29, Wis. Stats., including but not limited to all costs incurred to re-rent the vacated unit and all utilities for which tenant is responsible through the end of the term of the rental agreement, subject to the landlord’s duty to mitigate. Such charges may be deducted from tenant’s security deposit.
- 9. _____ FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE: If tenant remains in possession without consent of landlord after expiration of lease or termination of tenancy by notice given by either landlord or tenant, or after termination by valid agreement of the parties, tenant shall be liable for any damages suffered by landlord because of tenant’s failure to vacate within the time required. In absence of proof of greater damages, landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. Should the tenant’s hold over result in the loss of any portion of rent by the landlord, tenant shall be responsible for any lost rent. Such charges may be deducted from tenant’s security deposit.
- 10. _____ DAMAGE CAUSED BY PET, ASSISTANCE ANIMAL, OR ANY OTHER ANIMAL PERMITTED OR NOT PERMITTED: If damage is caused by an animal that is allowed by you to be on premises, whether allowed by landlord or not, the damage will be repaired and the actual cost of repair of \$35 per hour plus materials will be charged to the tenant.
- 11. _____ IMPROPER USE OF EMERGENCY LINE: If the emergency line is called for something that could have waited until the next business day a fee of \$35.00 per occurrence may be charged to the tenant.
- 12. _____ When a tenant calls in a work order, permission to enter and complete the work order is assumed.
- 13. _____ Tenant is required to fill out and return the Move-in Condition Report 7 days after the first date of the lease.

LANDLORD SIGNATURE:

RESIDENT(S) SIGNATURE:

Landlord Date

Tenant Date

Co-Tenant Date