

LEASE TERM: Start Date: 3pm End Date: 11am	MONTHLY RENT		SECURITY DEPOSIT	
	Apartment \$ _____	Parking \$ _____	Apartment \$ _____	
	Pet Fee _____	Utilities _____	Pet Deposit _____	
	Total Rent: \$ _____			
Tenant is responsible for the entire rent amount			TOTAL	\$ _____



EQUAL HOUSING OPPORTUNITY

RESIDENTIAL LEASE AGREEMENT

<p>Landlord: Decker Properties, Inc. - A Wisconsin Real Estate Brokerage</p> <p style="text-align: center;">Decker Properties, Inc 250 N. Sunny Slope Road, Suite 290 Brookfield, WI 53005 (262) 785-0840 Fax (262) 785-0799 info@davidjdecker.com</p>	<p>Tenant(s) _____ _____ _____</p> <p style="text-align: center;">Jointly & Severally (individually)</p> <p>Leased Premises Address: _____ _____ _____</p> <p>Members of Tenant(s) family authorized to live in the leased premises: _____ _____ _____</p> <p>TOTAL NUMBER OF OCCUPANTS: _____</p>																								
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">UTILITIES check if paid by:</th> <th style="text-align: center;">Landlord</th> <th style="text-align: center;">Tenant</th> </tr> </thead> <tbody> <tr> <td>Electricity</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Gas</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Heat</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Sewer / Water</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Hot Water</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Trash</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Other _____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>		UTILITIES check if paid by:	Landlord	Tenant	Electricity	_____	_____	Gas	_____	_____	Heat	_____	_____	Sewer / Water	_____	_____	Hot Water	_____	_____	Trash	_____	_____	Other _____	_____	_____
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1. **APPLICATION** If there are any material inaccuracy(s) in the rental application, the Landlord may cancel and rescind this lease.
2. **PARTIES ASSIGNMENT SUBLET** The above named Landlord and Tenant(s) mutually agree the premises are to be used for residential purposes. The leased premise is to be occupied only by the persons listed on this lease agreement. Tenant(s) are not permitted to assign or sublet any part thereof without prior written consent of Landlord. If permission to assign or sublet is granted, such permission shall not relieve Tenant(s) of their liability under this lease.
3. **RENT:** Tenant(s) shall pay to Landlord, in addition to amounts due for rent, any other fees or charges, including any sales tax if applicable. Rent is payable on or before the first day of each month for the term of this lease. If this is a month to month lease, or if by operation of the terms hereof, a month to month tenancy is created hereunder.
4. **BLOCK-OUT MONTHS:** Tenant(s) agrees not to vacate the premises during the months of November, December, & January.
5. **PAYMENTS:** Payments will be made online through a secure tenant web portal. For additional questions, please contact your manager.
6. **LATE FEE:** If any portion of rent or other monthly charges are received after the 5th day of the month, Tenant shall pay a late fee of \$10 per day not to exceed \$50 in one month.
7. **HEAT & UTILITIES:** If Tenant(s) is responsible for furnishing heat, Tenant(s) agree to maintain sufficient heat to prevent damage to water pipes, etc. Should any such damage occur because of Tenant failure hereunder, Tenant shall be held responsible for damage. In the event Tenant fails to pay any utility charges when due, Landlord, at Landlord's option, may pay the past due utility charges and Tenant shall pay Landlord for any amounts Landlord shall pay on behalf of Tenant. If Tenant vacates prior to the end of this term, Tenant(s) is responsible for the utilities not provided by Landlord to the end of the lease term.
8. **SNOW LAWN:** Landlord shall provide snow removal, salting, lawn cutting and weed trimming.

9. **DELAYED MOVE-IN:** If occupancy of leased premises is delayed due to construction or the holding over of a prior Tenant, Landlord shall not be liable to Tenant in any respect for such delay except as provided herein. This lease shall remain in full force and effect, subject to the following: (1) the rent shall be abated on a daily basis during each day of such delay, and (2) in the event such delay continues for three or more days, Tenant may terminate this lease by giving notice in writing to Landlord, whereupon Tenant shall be entitled only to a refund of the refundable portion of Tenant security deposit, and the refundable portion of any prepaid rent paid. The above terms apply solely to events of holding over and/or construction delays, and specifically exclude items of cleaning and minor repairs
10. **SECURITY DEPOSIT:** Upon signing this Agreement, Tenant shall pay a security deposit as indicated at the top of page one of the Residential Lease Agreement. This deposit will be held in a bank account maintained in the name of the property owner, not in a trust account. The deposit, less any amounts legally withheld, shall be returned to Tenant's last known address within twenty-one (21) days after any event set forth in Wis. Stats 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days, Landlord may use a good faith estimate in the written accounting. The reasonable cost for Tenant damage, waste or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set for in Wis. Stats 704.28(1).
11. **MOVE IN INSPECTION:** Tenant has seven (7) days from the beginning of the Lease Term to notify the 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.
12. **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: (1) inspect the unit and notify Landlord of any pre-existing damages or defects, and (2) 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.**
13. **PREMISES CONDITION:** Tenant has had the opportunity to inspect the rental unit prior to occupancy and has determined that it will meet their needs and acknowledge that the unit is in good repair, except as noted in the Check-In / Check-Out sheet provided prior to taking occupancy. Tenant agrees to maintain the premises during the tenancy and return Premises in the same condition as it was received less normal wear and tear.
14. **PROMISES TO REPAIR:** Any Landlord promises made prior to the execution of this agreement to make repairs, clean or improve the premises will be listed in writing in this Agreement with a date of completion.
15. **MAINTENANCE:** Landlord shall keep the structure of the building and those areas of the building and equipment under Landlord's control in a reasonable state of repair as per Section 704.07 of Wis. Stat. Tenant shall keep the premises and subsequent Landlord improvements to same clean and in a good state of repair throughout the tenancy and shall return Premises to Landlord in the same condition received, less normal wear and tear.
16. **ALTERATIONS:** Tenant shall not alter or redecorate the Premises, cause any liens to attach to the Premises, nor commit waste to the Premises or attach (i.e. surveillance recording devices) or display anything which at Landlord's reasonable sole discretion should deem a detraction from the exterior appearance. Landlord shall maintain the heating equipment. Whichever party is responsible for providing heat shall maintain a sufficient temperature to prevent damage to the Premise
17. **PEST CONTROL:** Tenant shall be responsible for the costs of pest control of any insects (including bed bugs), pests, rodents or similar nuisances found on the Premises which are the result of Tenant (or those individuals under Tenant's control) acts,

including but not limited to acts of negligence, failure to clean or remove garbage and waste, or other improper use of the Premises.

18. ENTRY: Tenant agrees advance notice is not required for health, safety or emergency repair situations to preserve and protect the premises or occupants from damage. Tenant(s) agrees to allow Landlord and service personnel to enter premises at reasonable times with 12 hours (24 hours in Madison) advance notice, with or without Tenant(s) permission, to inspect, make repairs, improve, show to prospective purchasers or renters, or to comply with any applicable law, regulation, health or safety situation. Neither party shall add or change locks without providing prior written notification and providing the other party with keys. Improper denial of access is a breach of this Agreement.

19. 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.

20. USE OF PREMISES: The Premises shall be used by the Tenant for residential purposes only. Operating a business or providing childcare to children not listed as occupants in this Agreement is prohibited. Neither party may: (a) make or knowingly permit use of the premises for any unlawful purpose; (b) engage in activities which unduly disturb neighbors or tenants; (c) do, use, or keep in or about the Premises anything which would adversely affect coverage under a fire and all hazard property and casualty insurance policy, including but not limited to the keeping and use of fireworks.

21. GUEST CONDUCT: Temporary guests are limited to one two-week stay every six months, provided their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the premises. Tenant(s) is liable for all charges caused by the acts of any guest, occupant or invitee. Tenant(s), guests, invitees and all occupants will always respect the quiet enjoyment of the community.

22. PETS: Pets are not allowed anytime or anywhere on the premises or grounds, unless Landlord approves such pet in writing and Tenant(s) provide all applicable documents and deposits required.

23. RENTER'S INSURANCE: Tenant(s) is responsible for insuring Tenant(s) personal property. Insurance carried by Landlord may not cover loss to Tenant personal property, not cover Tenant liability to third parties or Landlord.

24. CASUALTY LOSS: If the Premises suffers fire or casualty loss to a degree that should render the Premises uninhabitable, Tenant may terminate this Agreement or temporarily vacate the Premises and rent shall abate during any period of repair or reconstruction. Landlord shall have the option to make repairs and if repairs are not made, this Agreement terminates. If the Premises are not rendered uninhabitable, Landlord shall make repairs as soon as reasonably possible. Liability for rent, damages, and waste, etc. shall not abate if damages are caused by negligence of Tenant(s) their guests, invitees, or occupants.

25. DEFAULT/BREACH OF LEASE/NON-WAIVER: Failure of either party to substantially comply with any material provision of this Agreement is a breach of this Agreement. Should Tenant(s) neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant(s) written notice of such breach requiring Tenant(s) to remedy the breach or vacate the premises on or before a date of at least five days after the giving of such notice. If Tenant(s) fail to comply with such notice Landlord may declare this tenancy terminated and institute action to expel Tenant(s) from the premises without limiting the liability of the Tenant(s) for the rent due or to become due under this Agreement. If Tenant(s) have been given such notice and have remedied the breach or have been permitted to remain in the premises, and within one year of such previous breach, Tenant(s) commits a similar breach, this lease may be terminated if, before such breach is remedied,

Landlord give Tenant(s) notice to vacate on or before a date of at least 14 days after giving such notice. In the event either party defaults on any requirements of this lease and the other party fails to act on account of that default, the failure to act shall relate only to the specific act of default. One or more such failures to act by either party shall not constitute an amendment of this lease or an indication that later defaults shall result in a similar failure to act. All Tenant(s) are jointly and severally (individually) liable for the terms and full amount of payments under this lease.

26. **CRIMINAL ACTIVITY:** Tenant, members of Tenant's household, guests, or invitees shall not engage in or allow others to engage in any criminal activity, including but not limited to controlled substance (drug) related criminal activity in the Premises or anywhere on the Property.
27. **PROTECTION FOR VICTIM OF A CRIME:** No provision in the Rental Agreement authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by Wisconsin Statutes Section 950.02(4), of that crime.
28. **LEASE RENEWAL/ SIXTY (60) DAY NOTICE TO VACATE** The renewal of this lease is not automatic and tenancy beyond the original term or any extensions shall be on a month-to-month basis under the same terms and conditions herein with 60 days **WRITTEN** notice required to terminate tenancy. **Either at the end of the lease term or any extension of the lease term or in any month to month tenancy, Tenant must give, and Landlord must receive WRITTEN notice of termination of tenancy AT LEAST 60 days prior to the last day of Tenant's final month of tenancy or this lease shall continue as a month-to-month tenancy.**
29. **ABANDONED PROPERTY:** If Tenant(s) shall leave any property on the premises after vacating or abandonment of premises, Tenant(s) shall be deemed to have abandoned the property, and Landlord shall have the right to dispose of said property immediately, at Landlord's discretion. Prescription medicine or prescription medical equipment left behind by a Tenant will be held by Landlord for seven (7) days from the date of discovery. Landlord shall give Tenant notice of intent to dispose of abandoned titled vehicles via personal service, certified or regular mail, to the Tenant and any secured party of which the Landlord has actual notice. The Landlord may dispose of items left in common areas. If Tenant(s) abandon the premises before the expiration of the term, the Landlord shall make a reasonable effort to re-lease the premises, and shall apply any rent received, less the costs of re-leasing, to the rent due or to become due under the terms of this lease, and Tenant(s) shall remain liable for any deficiency. If Tenant(s) is absent from the premises for fourteen (14) consecutive days without notifying the Landlord in writing of such absence, and rent is due on the premises, Landlord may deem the premises abandoned. Tenant(s) is obligated for the rent and utilities until the apartment is reoccupied either through Tenant(s) efforts to re-rent the premises or through Landlord's efforts to mitigate Tenant(s) damages or the term of the lease expires, whichever comes first.
30. **CONTROLLING LAW:** Landlord and Tenant are subject to the laws of Wisconsin, including Chapters 704 and 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties agree that should this lease be for a period longer than one year, the legal notice provisions will be the same as if the lease were for a period of one year or less.
31. **SEVERABILITY:** The provisions of this Agreement are severable. If a provision of this 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.
32. **RULES & REGULATIONS:** Tenant(s) shall observe and comply with the rules and regulations, non-standard lease provisions, any addendums or notices established by Landlord. Landlord reserves the right to amend any rules and regulations or other documents. Such amendments shall not unreasonably interfere with the Tenant's use and quiet enjoyment of the Premises. Any violation of the rules and regulations, addendums, or non-standard lease provisions shall be deemed a breach of this lease agreement and may subject the Tenant to eviction.
33. **LEAD PAINT:** Premises is not housing built prior to 1978. Housing built prior to this year 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, the Landlord must disclose the presence of known lead-based paint hazards in the dwelling. Tenant(s) must receive a federally approved pamphlet on lead poisoning prevention. Tenant(s) have received the pamphlet "*Protect Your Family from Lead in Your Home*".
34. **CODE VIOLATIONS:** The premises and the building of which they are a part are not currently cited for any code violations.
35. **SEX OFFENDER:** Wisconsin law requires the disclosure of available information regarding sex offenders and persons registered with the sex offender registry by contacting the Wisconsin Department of Corrections at (877)234-0086 or on the internet www.widocoffenders.org.
36. **RECEIVED COPIES:** Tenant(s) have received a copy of the X Rules & Regulations, X Non-Standard Lease Provisions, X Move In Inspection X Pet Addendum if applicable, X Consent For Use of Electronic

Documents and Signatures Addendum, X Renters Insurance Addendum, X No Smoking Addendum and Lead Base Paint Booklet / Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Addendum.

- 37. **MODIFICATION:** 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.
- 38. **TIME IS OF THE ESSENCE:** Time is of the essence (deadlines must be strictly followed) as to delivery of possession of Premises, completion of repairs promised in writing in this Agreement, vacating, return of Landlord's property, rental and other payments, and performance of any act for which a date is set forth in the Agreement or by law.
- 39. **SATELLITE TV:** Satellite television service is available only by connecting to the universal satellite dish provided at your building. Individual satellite dishes are prohibited. Landlord may remove any satellite dish not approved in writing by Landlord without further notice. Tenant may be billed for removal of unauthorized satellite dishes.
- 40. **ACKNOWLEDGEMENTS:** Tenant(s) have read and understand the terms of this Lease and will receive a copy upon its execution. Tenant(s) have had the chance to read this Lease, and all documents, and have been allowed the opportunity to discuss the requirements of all documents prior to the signing of this Lease.
- 41. **TENANT DISPUTES:** Tenant(s) shall respect the rights of all other occupants. Any dispute that shall arise between any two tenants shall be submitted in writing to the arbitration of Landlord whose decision shall be final. This clause does not limit Tenant(s) from seeking remedies in the court system for claims against another tenant.
- 42. **SPECIAL CONDITIONS:**

SIGNATURES:

LANDLORD: _____ DATE: _____

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

CO-SIGNER(S):

A Guarantor shall be defined as individual that has signed above that is not named as one of the Tenants on Page 1 of this Lease. The Landlord is never a Guarantor. Guarantors do not have the right to occupy.

Guarantors of Tenant(s): In consideration of Landlord's agreement to this Lease, the Guarantor guarantee(s) the payment of all amounts due under this Lease and the performance of the covenants by Tenant(s). This guarantee is irrevocable and is not affected by modification or extension of this Agreement.

GUARANTOR: _____ DATE: _____

GUARANTOR: _____ DATE: _____

NON-STANDARD RENTAL PROVISIONS

EQUAL HOUSING OPPORTUNITY

The following items under certain conditions may represent obligations to pay or **result in deductions from any security deposit**. It is further agreed that all provisions of this Non-Standard Rental Provisions Addendum shall be incorporated into the Residential Lease Agreement. Please initial all provisions.

1. _____ **LATE FEE:** A late fee of up to \$50.00 will be charged as defined in the Residential Lease Agreement on all late rental payments.
2. _____ **NSF:** If Tenant(s) payment fails to clear the bank for any reason, a service charge of \$50.00 per occasion will be assessed in addition to any late charges referred to in the lease. Check writing privileges may be revoked at Landlords discretion.
3. _____ **TRASH REMOVAL:** Garbage left in common hallways, outside of the apartment door, on a patio or balcony, or in any other common area of the building or yard which is not a designated garbage receptacle may result in a charge of \$10 per occasion. If equipped with garbage and recycling carts, carts shall be kept in the Tenant garage except for the day of collection. Garbage shall be bagged. Recyclable containers should be rinsed and placed loose in the cart and not bagged. Both carts should be clean upon vacating.
4. _____ **RECYCLING:** Tenant is responsible to separate recyclable materials and discard in appropriate containers as required by law or local ordinance. Failure to properly separate recyclable materials as above shall result in a charge of \$15 per occasion.
5. _____ **UTILITY CONNECTIONS:** Tenant(s) shall prior to occupying the premises contact the necessary utility companies to have services transferred to their name. Failure to transfer services before and at the end of the lease term may result in a \$25 administrative fee for each service. If Landlord paid on behalf of Tenant(s) any utility for Tenant(s), an appropriate deduction shall be made from the security deposit. Moving out mid-month does not relieve Tenant(s) of utility obligations through the end of the lease term.
6. _____ **CLOSE WINDOWS:** Tenant(s) will close windows during rain and snow and the heating season. Tenant shall be responsible for any damage that should result from a failure to close windows. Failure to close the storm windows will result in a \$5.00 charge per window left open. Open windows may constitute an emergency not subject to the requirement that Landlord give 12 hours (24 hours in Madison) notice to enter.
7. _____ **SATELLITE SERVICE:** Satellite service is available only by connecting to the universal satellite dishes provided by Landlord. Tenant may not install or cause to be installed any satellite dish(s). Landlord may remove any satellite dish not approved in writing by Landlord without further notice. Tenant may be billed at a rate of \$100.00 per hour for removal of any unauthorized satellite dish.
8. _____ **OTHER CONNECTIONS:** Any connections not currently installed in premise must have prior written consent by Landlord. Landlord will direct the introduction of services, wiring or connections to any part of the premises, interior or exterior.
9. _____ **WIRING CHANGES:** Tenant will not interfere with any part of the building, lighting, plumbing, electrical, fire system, television, and telephone systems in or on any part of the building. Landlord may remove or restore without further notice at Tenant's expense, any unauthorized connections or installations. Approved installations will become the property of Landlord upon vacating unless otherwise provided. Maintenance and operation of approved installations and connections shall be at Tenant's expense. Landlord may require the building to be restored to the original condition prior to move out at Tenant's expense. Landlord may bill maintenance time to make corrections for unauthorized connections and alterations at the rate of \$75.00 per man hour.
10. _____ **ALTERATIONS:** Any alterations to premises, including but not limited to painting, stenciling, wall-papering, shelf papering, plant hooks and hangers, hooks, anchors, self-adhering hangers, non-slip tub decals, stickers, tape, large nails and mirror attachments etc., are not permitted without written permission from Landlord. Nothing may be attached to the exterior of a building without prior written Landlord permission. Landlord may remove any

unauthorized items at Tenant(s) expense without further notice. All approved alterations improvements inure to the benefit of Landlord unless otherwise stated in writing. Tenant(s) will not alter, change or install any item that may affect the insurance coverage, law, safety, building codes, or endanger the premise in any way. Removal or correction of unauthorized alterations shall be at the rate of \$75.00 per man hour.

11. _____ **SPECIAL CHARGES:** Potential Special Charges that could be deducted from the security deposit:

- \$ 25.00 for any key replacement.
- \$ 125.00 for any requested lock change or if keys are not returned upon vacating.
- \$ 50.00 per hour for any cleaning beyond one hour upon vacating.
- \$ 200.00 Garbage disposal replacement.
- \$ 100.00 Per replacement of remote garage door opener.
- \$ 25.00 Per drip pan replacement.
- \$ 75.00 Clean basement or other storage areas (not including removal of personal property).
- \$ 75.00 Lock out fee, regaining entry into an apartment or building.
- \$ 18.00 per cleaning of window tracks, \$12.00 per window cleaning.
- \$ 150.00 Range cleaning interior and exterior.
- \$ 60.00 Range hood cleaning.
- \$ 100.00 Refrigerator inside and out
- \$ 100.00 Cleaning bi-fold doors, each
- \$ 100.00 Shower and or Tub Cleaning.
- \$ 75.00 Toilet cleaning inside and outside.
- \$ 18.00 per each cabinet cleaning (doors, shelves, drawers)
- \$ 18.00 per light fixture cleaning.

12. _____ **REPAIRS FROM NEGLECT:** The charge for any maintenance due to Tenant waste, abuse or neglect, including but not limited to failure to maintain adequate heat to protect plumbing and other dwelling features, abandoned property and/or pet damage, shall be billed at \$75.00 per hour per man. Such charge may be deducted from the Tenant's security deposit.

13. _____ **ADDITIONAL CHARGES:** Additional cleaning and damage costs, including clogged plumbing from flushable wipes, and costs to restore unauthorized modifications or alterations not listed will be assessed on an occurrence basis. The charges will be based upon cleaning charges of \$50.00 per man hour and maintenance charges of \$75.00 per man hour plus the cost of materials.

14. _____ **APPLIANCES:** Appliance repair or replacement made necessary from other than normal wear and tear will be the responsibility of the Tenant. Appliances are assumed to have a 10 year life. If an appliance must be replaced due to Tenant abuse, waste or neglect, Tenant will be responsible for the cost of replacement as reduced by reflecting the remaining prorated cost of the appliance.

15. _____ **CARPET & VINYL:** Carpet, vinyl and laminate flooring products are assumed to have an expected life of ten (10) years. The tenant is not responsible for normal wear and tear. Conditions not reflecting normal wear and tear include but are not limited to stains, cuts and tears. Charges for replacements due to Tenant abuse, waste or neglect will be based on the depreciated ten (10) year life of the flooring product.

16. _____ **PARKING:** If Landlord has assigned parking, then Tenant must park any vehicle(s) in the Tenant assigned designated space(s). If tenant parks improperly or in a non-designated area, Tenant will be assessed a fee of \$25.00 per day that the vehicle is parked in a non-designated area. Inoperable vehicles and vehicle repair is not allowed on the Premises. This fee may also be assessed to inoperable vehicles or vehicles undergoing repair even if parked in a designated area.

17. _____ **PEST CONTROL:** Tenant shall be responsible for Pest Control charges, including bed bug remediation, due to acts of Tenant.

18. _____ **ACCESS:** If Tenant fails to permit access to the unit after Landlord has properly given notice to enter, tenant will be assessed a fee of \$50.00 per occasion. Tenant may also be charged trip charges or lost maintenance time at a rate of \$75.00 per man hour.

19. _____ **FAILURE TO VACATE (HOLDING OVER):** If Tenant remains in possession without consent of Landlord after expiration of lease or termination of tenancy by notice given by either party, or after termination by valid agreement of the parties, Tenant shall be liable for any damages suffered by Landlord because of the failure to vacate as required. Unless Landlord has proof of greater damages, Landlord shall recover as minimum damages twice the daily rental value for the additional period of unauthorized possession. The tenant shall further be responsible for any lost rent suffered as a result of the hold over.
20. _____ **RE-RENTAL:** If Tenant vacates without proper notice or vacates as a result of some other breach of the lease, Tenant is liable for all charges permitted under Section 704.29 Wis. Stat., including but not limited to lost rent and all costs incurred to re-rent the vacated unit and utilities to the end of the lease term subject to Landlord's duty to mitigate damages.
21. _____ **SPECIALS & RENT CONCESSIONS:** Any special that is given as an incentive to sign a lease for a specific lease term (such as one year) will be immediately payable in its entirety to Landlord if Tenant(s) do not fulfill the term of the lease in full. Repayment is due at the time of notice to vacate. The special for this lease has a value of \$_____.

SIGNATURES:

LANDLORD: _____ DATE: _____

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

CO-SIGNER(S):

A Guarantor shall be defined as individual that has signed above that is not named as one of the Tenants on Page 1 of this Lease. The Landlord is never a Guarantor. Guarantors do not have the right to occupy. Guarantors of Tenant(s): In consideration of Landlord's agreement to this Lease, the Guarantor guarantee(s) the payment of all amounts due under this Lease and the performance of the covenants by Tenant(s). This guarantee is irrevocable and is not affected by modification or extension of this Agreement.

GUARANTOR: _____ DATE: _____

GUARANTOR: _____ DATE: _____

RULES & REGULATIONS

These Rules & Regulations are for the comfort and convenience of all Tenants and are necessary to ensure proper use and care of the property. Activities that disturb other Tenants shall not be tolerated.

1. **Play Areas:** Skateboarding, skating, bicycling, and chalk use is not permitted anywhere at any time on the premises.
2. **Fire Lane:** Vehicles or bicycles are not permitted in any fire-lane or entry walkways at any time.
3. **Personal Property:** Personal property left in common areas will be considered abandoned and will be disposed of.
4. **Neighbors:** Please respect the person living next door. Residents are entirely responsible for the conduct of their guests in all areas. TV's, stereos, etc. are not to be played at a volume that would be objectionable to other residents. Minors are expected to be supervised at all times. Playing in hallways or entries is prohibited.
5. **Additional Rules:** Landlord has the right to make other reasonable rules and regulations as may be necessary for the safety, care and cleanliness of the premises and the preservation of good order. When such rules are made and notice thereof is given to the Tenant(s), they shall have the same force and effects as if originally made a part of this Lease.
6. **Watering:** Water use for lawn sprinkling, gardens, vehicle washing etc. is not permitted.
7. **Lighting:** Lighting will only have the proper wattage bulbs placed in them.
8. **Patio / Balcony Furniture:** Only patio furniture in good condition will be allowed on patios and balconies and no other items, including garbage bags. Wind chimes and bird feeders are not permitted. Landlord shall have final say on what is permissible on patios and balconies.
9. **Grills:** No grills are allowed on second floor balconies. Grills must be kept at least 10 feet from any building structure while in operation.
10. **Quiet Hours:** Tenant will respect quiet hours from 9:00 PM to 9:00 AM daily.
11. **Window Treatments:** Mini-blinds and vertical blinds should be dusted and wiped regularly to prevent damage. Window treatments must appear white from the exterior.
12. **Vehicle Maintenance and Storage:** Vehicle maintenance is not permitted in any parking lots. Inoperable vehicles may not be stored on the Premises.
13. **Parking:** Parking is permitted only in designated resident and guest parking areas. If you have been assigned a garage, then the vehicle(s) should be parked in the garage and not in the surface parking lot. If you have used all or part of your garage for storage such that the total garage parking capacity is diminished, you do not have a right to additional surface parking stalls and instead, your total parking allowance is diminished accordingly. Vehicles must be currently licensed and registered and be moved on a regular basis. No commercial vehicles or recreational vehicles, trailers or motorcycles are permitted in the parking lots. Landlord shall have final authority on any item of any kind parked or placed in the parking lot. Drive at a crawl speed in any parking lot.
14. **Vehicles:** Tenant is limited to no more than two vehicles per unit unless you have a three-car garage or another written arrangement is made.
15. **Appliances:** Tenant(s) will not install any washer, dryer, dishwasher or air conditioner without prior written permission from Landlord
16. **Smoke Detectors and CO₂ Detectors:** The tenant will always maintain smoke detector and CO₂ detector batteries in operating condition.

17. **Update Information:** Tenant will inform Landlord in writing of any changes in vehicles, home phone, cell phone, employer and work phone, or emergency contacts.
18. **Occupancy:** Occupancy is subject to previous Tenant(s) vacating the premises.
19. **Entry doors:** Entry doors, storage doors and building doors will remain closed unless in use. Do not slam any door. Do not leave doors propped open.
20. **Coin Laundry:** Remove laundry from equipment in a timely manner. Clean the lint trap after each use. No items will be stored in the laundry room. Clean-up after each use. Smoking or music is not permitted. Do not overload machines.
21. **In Unit Laundry:** Clean the lint trap after each use. Do not overload machines. Front load washers require less soap – use appropriate quantities of soap. The dryer will operate more effectively if the laundry door is left open.
22. **Combustible materials:** Combustible materials are not to be stored on the premises
23. **Mail and Packages:** Packages from US Mail or other commercial carriers for residents who are not home may be accepted by a site manager, as a courtesy, if he/she is available. No promise is made to be present to accept packages. If the Tenant is expecting a package, he/she may choose to have it sent to an alternative location. Management is not responsible for any missing or damaged items or packages.
24. **Identification:** Landlord reserves the right to demand Resident identification at any time while on the premises.
25. **Garage Sales:** Tenant shall not conduct garage, rummage or yard sales of any kind on any of the premises at any time.
26. **Smoking:** No smoking is allowed in any of the interior common areas of the Premises. In the event that Tenant smoking should result in smoke infiltration in a neighboring apartment, the smoker-Tenant will be responsible to take whatever steps are necessary to stop the smoke infiltration.
27. **Lawn:** Tenant shall not store or keep any items in the yard, including but not limited to swimming pools, bicycles, grills or any kind, toys, lawn chairs or other furniture of any kind.
28. **Snow Removal:** Tenant will cooperate with snow plowing in the parking lot, including by moving their car. Tenant will be responsible for clearing snow from their parking stall if Tenant does not move their car.
29. **Noises and Odors:** Tenant shall not make or permit noises that will disturb the right or comfort of other tenants.
30. **Area Rug:** Landlord reserves the right to require Tenant at Tenant expense to deploy area rugs over floor areas of the apartment where there is hard surface flooring.

Tenant has read the rules and agrees to abide by the Rules and Regulations listed above.

SIGNATURES:

TENANT: _____

TENANT: _____

TENANT: _____

TENANT: _____

GURANTOR: _____

LANDLORD: _____

RENTERS INSURANCE ADDENDUM

Tenant understands and agree that tenant's personal property is not insured by the Landlord. Generally, except under special circumstances, the Landlord is not legally responsible for losses to the Tenant's personal property or for the Tenant's personal liability, and Owner's insurance will not cover such losses or damages. Tenant agrees to hold harmless the Landlord from any claim for damages to Tenant's property arising from any cause, including leakage from breaking plumbing, roofs, weather, unreported mold or any other water damage.

Tenant(s) agrees to indemnify Landlord for liability arising from personal injuries or property damage caused by or permitted by Tenant(s) or their guests. This includes injuries incurred in or around obvious areas of maintenance, repair or construction.

If damages or injury to the Landlord's property is caused by Tenant or Tenant's guest, the Landlord's insurance company may have the right to sue the Tenant to recover payments made to the Landlord. This is referred to as "subrogation". In other words, after an insurance company has paid an Owner for damages you caused, the company may go after you for the full amount of money paid out. At the very least, you will be expected to pay the Owner's deductible on his insurance policy.

Landlord requires Tenant(s) to procure a renter's insurance policy for protection against personal property losses and liability claims. The cost of Tenant's insurance is reasonable considering the peace of mind, protection and financial security that insurance provides.

Tenant(s) agrees to purchase a minimum of \$300,000 liability insurance, naming the Landlord, Decker Properties Inc. as an additional interest for the entire term of the tenancy. Decker Properties will be notified in the event of the policy lapsing for any reason, including failure to pay premiums. Tenant(s) shall provide Landlord written copy or proof of purchase of renter's insurance.

SIGNATURES:

TENANT: _____

TENANT: _____

TENANT: _____

TENANT: _____

GURANTOR: _____

LANDLORD: _____

NO-SMOKING POLICY LEASE ADDENDUM

SMOKE FREE COMMUNITY

Tenant and all members of Tenant's family or household are parties to a written lease with the Landlord. This lease addendum states the following terms, conditions and rules which are hereby incorporated into the lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose of No-Smoking Policy:** 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; and (iii) the increased risk of fire from smoking.
2. **Definitions:**
 - (a) Smoking: The term "smoking" means the use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product. Smoking also includes use of an electronic cigarette.
 - (b) Electronic Cigarette: The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.
3. **No-Smoking Complex:**
 - (a) Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant or in any of the common areas nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
4. **Determining tenant violation of no smoking policy:** Examples of violations include, but not limited to:
 - (a) Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in non-smoking areas under tenant's control.
 - (b) Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under the tenant's control.
 - (c) Damages to the interior of the property (i.e. carpets, counter tops) that are the result of burns caused by smoking products.
 - (d) Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.
 - (e) Repeated reports to staff of violations of this policy by third parties.
 - (f) Cigarette butts not being properly disposed of.
 - (g) Tenants must have a safe receptacle on the patio or balcony to dispose of butts. (Flower planters, plastic containers, etc are not acceptable means of disposal.)
 - (h) There shall be none thrown onto the grounds at any given time.
5. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations:**
 - (a) Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give the Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.
6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:**
 - (a) Tenant agrees that the other Tenants at the complex are third-party beneficiaries of Tenant's no-smoking lease addendum with Landlord. A Tenant may bring legal action against another Tenant related to the no-smoking lease addendum, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking lease addendum shall not create a presumption that the Landlord breached this no-smoking lease addendum.
7. **Effect of Breach and Right to Terminate Lease:**
 - (a) A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

8. Disclaimer by Landlord:

- (a) Tenant acknowledges that Landlord's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises.
- (b) Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant'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. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests.
- (c) Landlord shall take reasonable steps to enforce the no-smoking policy. 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. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the Lease.

SIGNATURES:

TENANT: _____ TENANT: _____

TENANT: _____ TENANT: _____

GURANTOR: _____

LANDLORD: _____

PARKING ADDENDUM

DATE:

LANDLORD: Decker Properties, Inc.

TENANT(S):

APARTMENT ADDRESS:

ADDITIONAL MONTHLY RENT:

ADDITIONAL SECURITY DEPOSIT:

The tenant(s) agrees to the following terms and conditions:

- 1) This Parking Addendum is attached to and made a part of the Residential Lease Agreement.
- 2) If this Parking Addendum is for a garage parking space, then the Tenant shall be responsible for the garage parking space and the rent on the same and may not seasonally or for any other reason relinquish the garage parking space so long as the Tenant should remain in the apartment.
- 3) Boats and trailers may not be parked in any surface parking lot. Landlord has the final right to disapprove of any object that is parked in a surface parking lot.
- 4) Tenant may not store any combustible items in the garage parking spaces, including but not limited to gasoline or any other fuel.
- 5) Tenant may not connect anything to the electrical system in the garage, including but not limited to engine block heaters, freezers, or any other electrical appliance.
- 6) Tenant shall keep the overhead garage door closed except when vehicles are exiting or entering the garage.
- 7) Tenant shall completely empty and broom clean any garage parking space upon vacating.
- 8) Tenant shall not allow spills or leaking of any fluids, including but not limited to oil, anti-freeze or transmission fluid in any garage parking space or surface parking space.
- 9) Tenant shall cooperate with snow plowing efforts, including but not limited to temporarily moving vehicles in the surface parking lot to allow for snow plowing to occur. Tenant is not responsible for snow removal.

SIGNATURES:

TENANT: _____

TENANT: _____

TENANT: _____

TENANT: _____

GURANTOR: _____

LANDLORD: _____

CONSENT FOR USE OF ELECTRONIC DOCUMENTS & SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

If you want the option of sending and receiving real estate transaction documents by email, federal law required certain safeguards to ensure that consumers have the capability to receive such disclosures and are fully aware of the consequences of agreeing to receive documents electronically. Federal law requires consent to use email and electronic versions of information, disclosures, contracts and other documents and records (“electronic documents”) that would otherwise be legally effective only if provided to you in a printed/written paper document.

Understanding Electronic “Lingo:” “Electronic documents” include the documents you may save on your computer or attach to an email. They can typically be printed out, but often exist independently in an electronic form on your computer.

“Electronic signatures” are sometimes hard to conceptualize. An “electronic signature” includes any mark, symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an electronic document and executed by a person with the intent to sign. Just like you can legally “sign” a printed document by making your mark, whether that be your cursive signature in ink or an “X,” so you can “sign” an electronic document by making your mark, whether that be a high tech encrypted or digital signature or just typing your name in the signature line or space on an email or document on the computer – these are all electronic signatures. If you sign a paper document in ink and then scan the document and save it on your computer, the image of the cursive signature on the stored electronic document on your computer is also an electronic signature.

- 1. Right to Receive Paper Document:** You have the right to have any document provided to you electronically in paper form. If you want a paper copy of any document sent to you by email, send your request to the Landlord at the mailing address or email address provided below. Paper copies will be provided at no charge.
- 2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic documents by contacting the Landlord by mail or email at the address provided below. The legal validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of consent will not be affected.
- 3. Changes to Your email Address.** You should keep the Landlord informed of any changes to your electronic or email address. Please contact the Landlord as promptly as possible by mail or email at the address provided below regarding any such changes.
- 4. Minimum Hardware and Software Requirements.** The following hardware and software are required to access (open and read) and retain (save) the electronic documents:
 - a. Operating Systems: Windows 98, Windows2000, Windows XP or Windows Vista or Macintosh OS 8.1 or higher.
 - b. Browsers: Internet Explorer 5.01 or above or equivalent.
 - c. Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files.
- 5. Your Ability to Access Disclosures.** By opening, completing, saving and emailing this consent back to the Landlord, you acknowledge that you can access and retain electronic documents in the PDF format.

6. Consent to Electronic Signature and Documents. By completing and emailing this consent form to the landlord at the email address specified below, you are providing electronic consent to the use of electronic documents and electronic signatures in your real estate transaction. Specifically, you are acknowledging receipt of this form and consenting to the use of electronic documents, email delivery of documents and electronic signatures in any real estate transaction involving you, the Landlord identified below and other parties.

Landlord may provide and Tenant agrees to receive email correspondence and/or text messages:

- (a) A copy of the rental agreement and any document related to the rental agreement.
- (b) Any documents related to the accounting and disposition of the security deposit and security deposit refund.
- (c) Any promise made by the Landlord, prior to entering into the rental agreement to clean, repair, or otherwise improve any portion of the rental unit.
- (d) A notice from Landlord to enter the rental unit.

SIGNATURES:

TENANT: _____

TENANT: _____

TENANT: _____

TENANT: _____

GURANTOR: _____

LANDLORD: _____

PLEASE NOTE: THIS RENTAL DISCLOSURE FORM IS NOT A RENTAL AGREEMENT OR AN AGREEMENT TO ENTER INTO A RENTAL AGREEMENT IN THE FUTURE

Lease/Rental Agreement Signing Checklist: *[Check the boxes that apply]*

If the Landlord Requires a Security Deposit: [Before Security Deposit is Paid]

1. Right to Inspect for Pre-Existing Damages and Complete Check-In Form.
The landlord hereby advises that during the first 7 days of my tenancy, I have the right to inspect the dwelling unit and notify the landlord of any preexisting damage or defects.
2. Check-in-Sheet. The landlord gave me a written check-in-sheet.
3. Right to List of Damages and Defects Causing Deductions from Prior Tenant's Security Deposit
The landlord hereby advises that during the first 7 days of my tenancy, I have the right to request, in writing, a list of the damage and defects for which the landlord deducted money from the prior tenant's security deposit.
4. Security Deposit / Receipt.
The landlord gave me a receipt when I paid the security deposit (paid in cash, receipt requested, etc.).
- I did not receive a receipt (paid the security deposit by check with a notation stating the purpose of the check, no security deposit required, landlord applied my earnest money to the security deposit, etc.).

When I Enter into the Lease or Rental Agreement: [Before or at Signing]

5. Contact Persons for Rent Payments, Maintenance & Management, & Service of Legal Paper
The landlord gave me, in writing, the names and addresses of the following contact people: *[these contact people may be listed in the rental agreement and they all may be the landlord]*
- (a) The person(s) to whom I should pay my rent;
- (b) The person(s) who I should contact regarding the management and maintenance of the premises; and
- (c) The owner(s) or some other person(s) in Wisconsin who is authorized to accept personal service of legal papers and notices on behalf of the owner.
6. Copy of Rental Agreements, Rules and Regulations, and Nonstandard Rental Provisions
The landlord gave me a copy of any rental agreement that I signed and the current rules and regulations, if in writing.
- The landlord gave me a copy of any Nonstandard Rental Provisions that I signed or initialed.
7. Lead-Based Paint (LBP) Disclosure
The landlord gave me a LBP Disclosure Statement and a lead hazard information pamphlet.

THIS FORM INCLUDES THE DISCLOSURES A LANDLORD MUST MAKE WHEN A PROSPECTIVE TENANT APPLIES TO RENT A DWELLING UNIT AND WHEN A TENANT ENTERS INTO A RENTAL AGREEMENT. IF THE LANDLORD DOES NOT MAKE PROPER DISCLOSURES, ANY RENTAL AGREEMENT MAY BE VOID OR THE TENANT MAY BE ABLE TO COLLECT DOUBLE DAMAGES FROM THE LANDLORD [per Wis. Admin. Code Chap. ATCP 134 & Wis. Stat. § 100.20(5)].

The undersigned have read and dated this second page of this Rental Disclosure Form and have received all indicated information and documents:

TENANT: _____

TENANT: _____

TENANT: _____

TENANT: _____