

520 Oakwood Drive, Oregon, WI 53575  
(608) 293-2659

This lease of **Address** (Premises) is entered into by and between the Landlord and the Tenant (referred to in the singular whether one or more) on the following terms and conditions:

**LANDLORD: Peter A. Hunt**

Agent for Service of Process:

Peter A. Hunt  
520 Oakwood Drive, Oregon, WI 53575  
Telephone: (608) 293-2659

Agent for Maintenance and Management:

Same

Agent for Collection of Rents:

Same (All checks should be payable to Peter A. Hunt)

**Venmo: @Peter-Hunt-65323**

**TENANT(S): Tenant Names**

**DEFINITIONS:** The terms "Tenant" and "Landlord" as used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions hereof shall bind all parties, their heirs, successors, and assigns.

**TERM:** This lease shall begin at noon on **Start Date** and continue to **End Date** at 9:00 AM. NOTE: This is a fixed-term lease and shall expire without further notice. If tenancy is to continue beyond this lease term, both parties must agree in advance. The final month of this lease equals one-half of the monthly rent. Tenant agrees not to vacate the premises during the months of November, December, January, and February unless original lease term ends during this period. If Tenant vacates in violation hereof, Tenant shall pay for any rent loss, costs of re-renting and utility costs during those months or for the balance of the Lease, whichever is longer. Landlord will conform to the requirements of 704.29 regarding mitigation of Tenant expenses. **UNDER ANY CIRCUMSTANCES**, Tenant must provide, and Landlord must receive a **SIGNED, WRITTEN** notice of termination of tenancy **AT LEAST 60 DAYS** prior to the last day of the month which constitutes Tenant's final month of obligation under the original lease or any extension. **WRITTEN** notice must be **SIGNED** by all parties on the lease agreement. E-mail does not constitute legal notice unless notice with original signatures of all named residents is attached. If Tenant makes representations to Landlord on a rental application or otherwise which induce Landlord to enter into this lease and Landlord thereafter discovers one or more material falsehoods in said representations, Landlord may cancel and rescind this lease upon written notice as though this was a month-to-month tenancy.

**UTILITIES:** Tenant is responsible for the costs associated with telephone, internet, cable TV and the following utilities: **Utilities**. Tenant agrees to promptly pay any utility bills for which Tenant is responsible. If Tenant is responsible for furnishing heat, Tenant agrees to maintain a reasonable amount of heat in cold weather to prevent damage to water pipes, etc. Should any damage occur because of Tenant's failure hereunder, Tenant shall be held responsible for damage. Tenant shall pay municipal, gas, electric, sewer, water, and service charges which may be separately metered, if not, they shall be prorated by the square footage in each unit. These charges shall be considered as rent. Under no circumstances shall a satellite dish or antenna be physically attached to any building on this property.

**RENT:** Tenant agrees to pay rent of **Rent Amount** for the Premises on or before the **FIRST** day of each month, without demand, payable to **Peter A. Hunt** and delivered via Venmo or check to **520 Oakwood Drive, Oregon, WI 53575**. **Rent is due on or before the FIRST day of each month regardless of what day the first occurs, including weekends, days our office is closed, breaks or vacations, with no exceptions.** If any portion of rent is received after the **FIRST** day of the month, tenant agrees to pay a late fee equal to 5% of the total monthly rent. (**Late Fee: Late Fee**). Cash payments will be accepted for the exact amount only and tenant must obtain a written receipt for any cash payments. Landlord accepts no responsibility for any cash payment mailed or placed in the drop box. Receipts are not provided for checks, Venmo payments, or money orders. **ALL TENANTS, IF MORE THAN ONE, ARE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ANY PAYMENTS DUE UNDER THIS LEASE.** Acceptance of a delinquent payment does not constitute a waiver of payment default. **All payments will be first applied to any outstanding portions of the Rent, late fees and other charges owed by Tenant and then applied to the monthly rent currently due.** In the event that sales tax is enacted on rentals, that tax shall be in addition to the rental amount specified and shall be part of rent. Starting the January following execution hereof, the rental amount may be adjusted by Landlord to reflect property tax changes on a pro-rata basis.

**RELEASE OF OWNER:** Except to the extent of liability (if any) for property damage or personal injury caused by negligent acts or omissions of Landlord: (a) Landlord is not responsible for any injury, property damage or loss sustained and/or caused by Tenant and/or Tenant's guests; and (b) Tenant expressly waives all claims against Landlord for any such injury, damage, or loss. Tenant agrees to release Landlord from responsibility and indemnify Landlord for any damage, loss or injury caused by any other person occupying the Unit, or for damages which result from any Tenant acts of failure to act; provided, however, that the foregoing shall not be construed as imposing liability on Tenant for: (i) personal injury arising from causes clearly beyond Tenant's control, (ii) property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests/invitees. Clauses (i) and (ii) in the immediately preceding sentence are not intended to affect ordinary maintenance obligations assumed by Tenant under this Lease.

**SPECIAL CONDITIONS:** The attached addendums, including but not limited to the house rules addendum, drug free housing addendum, pet addendum (if applicable), and Non-Standard Rental Provisions addendum are hereby incorporated into this lease agreement.

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**OTHER LANDLORD OR TENANT OBLIGATIONS:** Tenants must set up billing for electric and gas service with the applicable utility companies. Tenant expressly agrees to provide a copy of the lease documents to any guarantor. **There shall be no additional parties (persons or animals) living in the premises during this tenancy without Landlord's written permission.** \$200.00/ month additional rent per extra person or per animal will be fined if violated

**SECURITY DEPOSIT:** Upon signing this lease, Tenant agrees to pay a security deposit in the amount of **Security Deposit** to be held by the Landlord in the Landlord's operating account. Tenant agrees that the security deposit in the amount set forth above shall be held by Landlord and may be commingled with Landlord's operating funds. Tenant waives interest on security deposit and on any pre-paid rent. **THE SECURITY DEPOSIT IS NOT RENT**, and Tenant may not use it as rent, but is a deposit which will be returned to Tenant after he/she surrenders the premises and returns all keys to Landlord. Premises must be left in clean condition and ready for the next occupant. By "clean condition and ready for the next occupant" is meant clean and the better of: (1) the condition of the Premises when turned over to Tenant, or (2) the condition of the Premises following the completion of any work performed by either party to improve the Premises (normal wear and tear excepted). Tenant agrees to the assignment of security deposit to new owner in the event of the sale of the property. All sums due under the lease may be set off against security deposit. When all tenants vacate the unit, any remaining security deposit will be made payable to all current tenants on the current lease and mailed to a single address provided by the tenants in writing unless otherwise specified on this Lease Agreement. Tenant has examined and knows the condition of the Premises and has received the same in good order and repair except as otherwise noted and endorsed by both parties on this lease and no representations as to the condition or state of repair have been made by Landlord except as noted and endorsed by both parties on this Lease. Tenant shall have seven (7) days after the beginning of occupancy to inspect the Premises and advise Landlord of any other damages which existed prior to occupancy.

**TIME IS OF THE ESSENCE** as to all provisions set forth in this Lease Agreement and attached addenda. "Time is of the essence" means that a deadline must be strictly followed.

**CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under the Lease and are subject to and governed by statutes, rules, and ordinances, including Chapter 704, Wis. Statutes, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances, and common law. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

**POSSESSION/ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided herein. Until the expiration date and time specified in the Lease, and so long as the Tenant is not in default, Tenant has the right to exclusive possession of the Premises, except as hereafter provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension or renewal, or its termination in accordance with its terms or the law. If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for Tenant's breach of Lease, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less the cost of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency. If Tenant leaves personal property on the premises after Tenant vacates or abandons the Premises, Landlord shall dispose of the property and not store it for any period of time except as provided in Wis. Stat. 704.05(5). After Tenant vacates the premises, he/she shall be liable for the premises as though still in possession for all damages thereto until he/she has delivered all the keys to Landlord. The burden of proof of delivery of such keys is on Tenant. If the Tenant vacates the premises and leaves personal property, Landlord may presume, in the absence of a written agreement between the Landlord and the Tenant to the contrary, that the Tenant has abandoned the personal property and may dispose of the abandoned personal property in any manner that the Landlord, in his/her sole discretion, determines is appropriate, except for medical items which shall be treated in accordance with SS 704.05 (5) (am).

**GUESTS:** Tenant shall use the Premises for residential purposes only. 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 in the building in which the Premises are located, 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 no more than two overnight guests per night, and no guest may stay more than three consecutive nights without prior written Landlord approval. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located. Tenant is responsible for the conduct of any guest, and financially responsible for any damages, cleaning charges or any other liability resulting from the negligence of Tenant or Tenant's guests.

**MAINTENANCE:** Landlord, under section 704.07, 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 fully cooperate with Landlord's performance of maintenance. Tenant shall maintain the Premises under Tenant's control in a clean state. Tenant shall not commit waste, neglect the Premises, nor damage the Premises during the Lease term, normal wear and tear excepted. Tenant shall not, without written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, or alter the appearance of the Premises or the property of which it is a part. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heating to prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors required under the rules of the Department of Industry, Labor and Human Relations and any applicable local ordinances and each party shall fulfill its responsibility under those rules.

**BREACH/TERMINATION:** Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tenant neglect or fail to perform and observe any of the terms of the Lease, Landlord shall give Tenant written notice of such breach requiring

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Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach Tenant commits a similar breach, 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 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any Lease term. If Landlord commits a breach, Tenant has rights, under Wis. Stats. Chap. 704.07 and under Wis. Admin. Code Chap. ATCP 134. If Landlord delays or fails to exercise Lease rights, pursue remedies, give notices, or make demands, Tenant will not consider it a waiver of landlord's rights. Tenant shall remain liable for all rental loss through the end of this lease as well as advertising, utilities, city services, and all re-rental costs and fees unless Tenant is expressly released from such obligation by Landlord IN WRITING. Any rent specials or incentives given shall be rescinded if lease is breached in any way.

**EFFECTIVE DATE/RIGHT OF REFUSAL:** Tenant agrees that the terms of the Lease and any addendums become effective as of the date Tenant signs the Lease. Until Landlord has executed this Lease, Landlord shall have the unrestricted right to refuse acceptance of Tenant for any reason. Such refusal shall not be based; however, on Tenant's race, religion, sex, national origin, or other protected class. If Landlord refuses to execute this Lease, Landlord shall refund to Tenant any security deposit and previously paid rent.

**DAMAGE BY CASUALTY:** In the event fire, water, or other casualty is caused by the negligence or improper use of Tenant, Tenant agrees to compensate Landlord for all costs incurred as a result of the damage, and rent shall not abate during the period of repair.

**RENTER'S INSURANCE:** Tenant is required to provide proof of renter's insurance within 14 days of the lease start date. Proof of renter's insurance is required during the entire course of the Lease term. The policy shall be issued by a company licensed to do business in Wisconsin and shall have a minimum limit of liability for bodily injury and property damage of \$100,000.00. If Landlord does not receive a copy of the renter's insurance policy within the 14-day period, a \$40.00 fee will be assessed.

**ENTRY:** Tenant agrees to allow Landlord and Landlord's agent(s) to enter the Premises at reasonable times for showings to prospective Tenants with 12 hours advance notice and showings to prospective purchasers, inspections, or to make repairs with 24 hours advance notice, or anytime when Landlord or Landlord's agent has reason to believe a health or safety emergency exists. Tenant agrees that Landlord or Landlord's agent is able to provide Notice of entry to Tenant by telephone, email, text, or in writing. **TENANT AGREES THAT A REQUEST FOR MAINTENANCE BY TENANT GIVES LANDLORD OR LANDLORD'S AGENT PERMISSION TO ENTER THE PREMISES WITHOUT FURTHER NOTICE.** Landlord/Agent shall not add or change locks without providing the Tenant access to the Premises. Improper denial of access to Premises is a material breach of the Lease.

**LEAD BASED PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. **Landlord's Disclosure:** Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Landlord has no knowledge, reports, or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises. **Tenant Acknowledgement:** Tenant acknowledges receipt from Landlord of the EPA pamphlet "Protect Your Family from Lead in Your Home." **Certification of Accuracy:** By signing this lease document, the parties to this Lease have through the signatures below acknowledged that they have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**ACKNOWLEDGEMENTS:** Tenant acknowledges and agrees this Lease is subordinate to any present or future mortgage on these Premises. Tenant acknowledges that he/she has read and understands all pages of this document and that he has received a copy of it. Tenant acknowledges that the basement may leak water under adverse weather conditions and is not a suitable place to store personal property. Any personal property stored there is at their own risk and Tenant hereby waives any and all liability to Landlord for damage to personal property stored in the basement.

**THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF.  
NOTE: SIGNING THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.**

IN WITNESS WHEREOF, the Tenant(s) have executed this Lease on **Date**.

**Tenant Signatures:**


**Landlord Signature:**

Peter A. Hunt
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## RULES AND REGULATIONS ADDENDUM

This Lease addendum is a permanent, legal addition to the Lease agreement. Failure to adhere to the terms of this addendum may be considered a breach of contract and grounds for legal action against Tenant.

1. **RENT:** Rent is due on or before the **FIRST** day of the month. Payment may be made via cash, personal check, cashier's check, money order, or Venmo payable to the Landlord named on the Lease agreement. Credit cards and debit cards are not accepted forms of payment at any time.
  - a. A late fee of 5% of the total monthly rent will be imposed if any portion of the rent is received after the **FIRST** day of the month. A late fee will be imposed for any month your account has an unpaid rent balance after the **FIRST** day of the month.
  - b. If a payment is returned for any reason, Tenant agrees to pay a \$35.00 administrative fee. This fee is due at the time the payment is made with replacement funds. Post-dated and NSF checks are considered non-payment and, as such, are subject to handling fees as set forth in the Lease. Tenant agrees that unpaid fees and charges will be deducted from the security deposit resulting in a delinquent account. Landlord takes no responsibility for processing post-dated checks or for any fees to Tenant that may be caused by processing post-dated checks. After two (2) returned payments, personal checks will no longer be accepted.
  - c. Tenant understands and agrees that any overpayment made during the lease period is the fault of the Tenant and will not be refunded by Landlord under any circumstances until after the lease period expires.
2. **SECURITY DEPOSIT:** Tenant may not use the security deposit as payment of any month's rent or as payment for any other charge or fee without prior written Landlord approval.
  - a. The security deposit, less any amounts properly withheld, will be sent to Tenant's last known address in accordance with applicable law. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount properly withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit.
  - b. The security deposit refund will be mailed to Tenant in the form of one check made payable to all Tenants who are parties to the Lease agreement unless Tenants designate a sole payee in writing. It is Tenant's responsibility to leave a forwarding address prior to Lease expiration or termination. Objections to or disputes with security deposit deductions must be made in writing to the management office within 21 days of receipt or they are forever waived. Tenant must provide Landlord with a forwarding address.
  - c. Tenant expressly agrees that in the event Landlord must re-issue the security deposit check due to Tenant's failure to provide a forwarding address will result in a \$35.00 fee deducted from the original deposit amount. If the error in mailing was solely Landlord's fault, Tenant agrees to wait thirty (30) days from the date of mailing to see if the security deposit is received and after the 30 days has expired, Tenant can request Landlord reissue the check at no cost to Tenant.
3. **MOVE-IN:** Landlord agrees to deliver and maintain the leased premises in a fit and habitable condition in accordance with municipal codes.
  - a. In the event prior tenancy results in deterioration of the condition of the leased premises, Tenant hereby agrees to fully cooperate with Landlord in the facilitation of any repairs and/or cleaning required.
  - b. If Tenant believes additional cleaning is needed upon move-in, Tenant agrees to request Landlord to perform any additional cleaning within 24 hours of obtaining keys. If approved, additional cleaning may be provided within five (5) business days. If Tenant is not satisfied after completion of re-cleaning, Tenant will be responsible for further cleaning. Tenant expressly agrees that any cleaning issues not addressed within the five (5) day period are thereafter waived for the remainder of the lease term, including renewals.
  - c. Landlord agrees to repair any damages caused by prior Tenant within a reasonable time.
  - d. Landlord does not agree to any form of compensation for repairs or cleaning completed by Tenant.
  - e. Painting prior to tenancy is neither promised nor guaranteed. If painting is deemed necessary by Landlord, it may be completed after Tenant has taken occupancy. Tenant agrees to facilitate this by moving his/her own personal belongings.
  - f. Flooring replacement prior to tenancy is neither promised nor guaranteed. Flooring is provided in as-is condition. If replacement is deemed necessary by Landlord, it may be completed after Tenant has taken occupancy. If Landlord and Tenant agree to flooring replacement after Tenant has taken occupancy, Tenant agrees to facilitate this by moving his/her own personal belongings.
  - g. Tenant agrees to notify Landlord in writing within eight (8) days from the delivery of keys to Tenant of any items at the Premises which Tenant claims are not his/her personal belongings. Should Tenant fail to timely notify Landlord as set forth above, Tenant understands, accepts, and expressly agrees to be responsible for any and all costs associated with removing items left at the property when the Lease expires or terminates.
4. Tenant agrees that no improvements or repairs to the leased premises have been promised unless they are specifically outlined and agreed to in writing before the Lease is signed.
5. **DISTURBANCES:** Tenant agrees to maintain a reasonable level of noise at all times of the day and night, so as not to disturb or disrupt neighboring apartments or houses. Tenant shall fully cooperate with all other Tenants in the building in an effort to maintain a peaceful atmosphere at all times. Tenant agrees not to create and/or maintain a nuisance or other disturbance that infringes upon the comfortable living conditions or privacy of other residents. Tenant understands and agrees that fines and legal notices may be issued for any incidents occurring in the common areas and/or grounds. Tenant further agrees not to engage in any retaliatory behavior against any neighbor who makes any complaint about the Tenant. Tenant further agrees that behavior on the part of the Tenant that violates any term of the House

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Rules or any Lease document is grounds for the fees as stated in the Non-Standard Rental Provisions and/or termination of the Lease by the Landlord.

6. **GUESTS:** Tenant is responsible for the conduct and actions of Tenant's guests and invitees while such guests and invitees are present at or in the building. Tenant is permitted to have guests under the following conditions:
  - a. No more than two overnight guests per night
  - b. No guest may stay overnight for more than three consecutive nights without prior written Landlord approvalSocial gatherings/guests shall be confined inside the leased premises. Social gatherings may not occur in any common areas. Unauthorized occupancy by any person(s) not named on the Lease shall be considered an unauthorized sublet and subject to such fees as set forth in the Lease documents and may be considered a breach of Lease.
7. **FURNITURE:** Tenant agrees that appliances and furniture owned solely by Landlord shall remain in the interior of the leased premises at all times. Damages caused by furniture being taken or placed outside will be the responsibility of the Tenant.
8. Outdoor balconies, porches, and terraces adjacent to the building are not a part of this Lease agreement. Any furniture placed on porches, patios, or balconies must be appropriate outdoor furniture and is subject to prior Landlord approval. Tenant may not store personal items on the balcony. Smokers and combustible fuel grills are prohibited on porches and patios. This provision even applies where a sprinkler system is present on the porch or balcony. Use of smokers and combustible fuel grills is prohibited inside the leased premises, including garages, basements, attics, and interior common areas, under any circumstances at any time.
9. **CLEANLINESS:** Tenant shall maintain all interior and exterior areas, including lawn/grounds, of the leased premises in a clean and sanitary condition, free from debris, garbage, and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes, but is not limited to, vacuuming any carpeting, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances and fixtures.
10. **TRASH:** All trash/recycling must be bagged, kept in tightly sealed containers, and placed outside for pickup no sooner than 12 hours before the assigned pickup day and returned in accordance with local ordinances. If a dumpster is provided, trash must be placed inside the dumpster. Trash/recycling is to be properly placed by the street for pickup on the appropriate day of the week, or inside dumpsters provided on the property, whichever is applicable. Tenant is responsible for knowing the correct trash pick-up day. Unless the residence has an on-site dumpster, it is Tenant's responsibility to ensure that all refuse/recyclables/large items are removed from the leased premises and/or grounds which specifically includes items left at the curb and interior and exterior trash/recycling bins when Tenant vacates. Failure by Tenant to remove any such items/trash from the premises and/or grounds when Tenant vacates will result in cleaning and/or removal fees at Tenant's sole expense.
  - a. Tenant agrees to follow municipal recycling ordinances with regards to recyclable materials.
  - b. Tenant will be assessed cleaning/removal charges at the rate of \$75.00 for each item of improperly placed/abandoned trash.
  - c. Tenant agrees to pay any fines assessed for violation of municipal trash codes in regard to improperly placed/abandoned trash.
11. Tenant is not permitted to place trash or personal belongings in any common areas, basements, garages, or attics. Landlord is not responsible for Tenant belongings kept outside the confines of the leased premises. Landlord cannot and does not guarantee dryness in any basement and/or storage space (if applicable) and is not responsible for any damages caused by humidity, moisture and/or water.
12. **LAWN CARE:** Tenant agrees to allow Landlord, without interference, to engage in chemical and mechanical lawn and/or grounds control measures within the Premises, building and/or grounds wherein the building is located. Tenant agrees to be responsible for any and all lawn maintenance, if applicable, as set forth on the front of the Lease Agreement.
13. Smoking and/or consumption of alcohol in the building common areas are prohibited at all times.
14. Tenant is responsible for purchasing and replacing light bulbs within the leased premises as necessary and in accordance with law. All light bulbs must be in working order upon vacating the leased premises.
15. **PERSONAL PROPERTY:** Landlord shall not be responsible for damage to Tenant's personal property by theft, fire, water, sewer backup, mechanical failure, weather, or other casualty loss. It is Tenant's responsibility to obtain renter's insurance to insure personal property from loss. Tenant agrees that any personal property, except prescription medication, prescription medical equipment, manufactured/mobile home and titled vehicle remaining at the premises after the expiration or termination of the Lease will be deemed abandoned by Landlord and will not be stored for any period of time. Tenant understands and agrees that the cost of removing and/or disposing of any such abandoned property will be charged to Tenant.
16. Air conditioners, space heaters, waterbeds, security systems, dartboards, or extra refrigerators are not permitted within the leased premises, nor may Tenant attach or affix any wiring of any sort, advertising banners or signage, antennas, satellite dishes, or other electrical connections on or to the building, including but not limited to balconies and porches, without prior written Landlord approval. Additional fees and/or Lease addendums may apply. Any violation of this provision may be subject to a \$150.00 penalty per occurrence. Landlord reserves the right to remove any such objects or items.
17. **LAUNDRY:** Where laundry machines are provided, Tenant agrees to properly use laundry machines. In multi-family housing, use is restricted to the hours between 8:00am and 10:00pm. No personal machines are permitted without prior written Landlord approval. Landlord will not be responsible for damage to personal property due to laundry machine failure or Tenant's failure to read instructions.
18. Tenant is allowed to use only small nails or tacks to hang pictures. Poster putty, two-sided tape and screws are not permitted. Tenant is prohibited from installing a television wall mount on the walls or ceiling of the leased premises. Tenant is prohibited from installing any kind of window insulation kit.
19. **DAMAGES:** Whenever damage is caused by the carelessness, misuse, neglect, or intentional acts on the part of Tenant or Tenant's guests or invitees, Tenant agrees to pay for the cost of all repairs and labor within 30 days of Landlord's demand for payment. Tenant agrees that this applies to the leased premises, common areas and grounds. **Proof of renter's insurance is required during the entire course of the Lease term.** Physical damage includes, but is not limited to:

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- a. Painting or wallpapering walls, or driving screws, brackets, or large nails into walls
  - b. Fire, smoke or water damage, broken doors, cracked windows, holes in walls or screens, etc.
  - c. Damage to the garbage disposal (if applicable) due to placing improper items down the drain, such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, cigarette butts, etc.
  - d. Damage resulting from the plugging of any free-flowing drains due to placing of tampons, sanitary napkins, or other inappropriate items in toilets, sump-pumps, or other plumbing fixtures. Damage includes water damage to walls, floors, or ceilings, etc. due to overflow.
  - e. Damage to carpet or other flooring as a result of using tape or any other adhesive or chewing gum being stuck to the carpet.
  - f. The cost for repair of any damage to the leased premises, grounds and/or building will be charged to the Tenant at professional rates for supplies and labor. Landlord may require payment at any time, including advance payment for repairs for which Tenant is liable. Any delay in Landlord's demand for payment does not constitute a waiver.
20. **LOCK-OUT:** In the event Tenant requests Landlord to unlock an apartment or other door for any reason, Tenant agrees to pay for the service call at a minimum labor rate of \$66.00 per hour during normal business hours (8:00am through 4:30pm Monday-Friday), and at a minimum labor rate of \$99.00 per hour during non-business hours. In the event Tenant requests any locks to be re-keyed, Tenant agrees to pay the actual cost to re-key the locks including labor at a minimum rate of \$66.00 per hour.
  21. **KEYS/LOCKS:** Fire and safety regulations specify that the Tenant may not change or re-key door locks or install additional locks on any exterior or interior doors. Landlord may, without notice or liability, remove any unauthorized locks and make necessary repairs at Tenant's expense. Unauthorized copying of keys is prohibited. No person other than a named Tenant shall be issued a key or access card to the Premises unless authorized by Landlord.
  22. Tenant agrees to immediately inform Landlord of any hazardous or potentially hazardous condition that may develop or has developed in, near, or around the leased premises and/or building which may cause injury to persons or damage to property.
  23. **MAINTENANCE:** Non-emergency maintenance requests should be made in writing and submitted to the management office. Emergency requests should be called in to the management office (608-293-2659) between the hours of 8:00am and 4:30 pm Monday-Friday, or to the after-hours number (608-293-2659) during non-business hours. Landlord is not responsible for completing repairs by a specific date when unusual circumstances, or acts of the Tenant, prevent such completion. Tenant shall not alter, redecorate, cause any contractor's lien to attach to Premises, or paint any portion of the Premises without prior written consent of the Landlord.
  24. **CRIMINAL ACTIVITY:** Tenant agrees and understands that Landlord may, upon service of a 5-day notice to Tenant, terminate the tenancy of the Tenant, without giving Tenant an opportunity to remedy the default, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the premises by other Tenants; engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises; engages in any criminal activity that threatens the health or safety of the Landlord or an agent or employee of Landlord; or engages in any drug-related criminal activity on or near the premises.
  25. **APPLIANCE REPAIR:** If any appliance is not working, Tenant agrees to notify Landlord immediately. In the event of a refrigerator or freezer, Tenant agrees to keep their food from spoiling until such time as the appliance can be repaired. Landlord will not be responsible for the loss of food.
  26. **RIGHT OF ENTRY:** Tenant grants Landlord (or Landlord's agents) permission to enter the premises at reasonable times when Tenant has made a verbal or written maintenance request without giving Tenant any further notice. Tenant agrees that Landlord may enter without advance notice if (a) any of the Tenants request or consent entry, (b) a health or safety emergency exists, or (c) Tenant is absent and Landlord reasonably believes entry is necessary to protect Premises from damage.
  27. The parties agree and understand that this is a fixed term Lease that shall expire without further notice. The date after which the Landlord will seek to enter into an agreement to rent the leased premise to another Tenant for subsequent Lease periods is the same day at least one Tenant has signed this agreement.
  28. **NOTICE:** Tenant agrees that advance notification to residents for Landlord or Landlord's agent entry to show the premises to prospective Tenants or purchasers, inspect the premises, or make repairs not requested by residents may be made solely by email or text notice.
  29. **PEST CONTROL:** Tenant is responsible for all pest control should problems arise with pests.
  30. **SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior door or the exterior of the building. Tenant shall not place anything whatsoever on the outer windowsills or ledges, or display, post or erect anything in or on the windows themselves or about the Premises or in the building except for designated areas. Landlord reserves the right to post 'For Rent' and 'For Sale' signs on the premises at the Landlord's sole discretion.
  31. Window screens may not be removed under any circumstances. Any Tenant who throws any object, fluid or liquid from the premises, including a window, balcony and/or roof may be subject to a \$300.00 penalty, eviction proceedings, civil and/or criminal prosecution.
  32. **FALSE ALARMS:** In the event a false fire alarm/fire extinguisher discharge is determined to have originated from the leased premises, Tenant will be assessed a fine equal to \$500.00 per occurrence as well as any other damages and/or costs associated with the false alarm, in addition to any fine levied by the civil authorities and will be prosecuted to the fullest extent of the law.
  33. **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** Tenant agrees that they are responsible for maintaining and testing smoke alarms and carbon monoxide (CO) detectors (where applicable) that are within the leased premises, in accordance with the manufacturer's instructions. Maintenance of CO detectors and smoke detectors may include routine battery changes, which Tenant agrees to pay for. Tenant agrees that they will notify Landlord in writing if a smoke alarm or CO detector becomes inoperable. Landlord shall be responsible for repairing and/or replacing the inoperable alarm(s) and/or detectors.
  34. Any person of legal age who resides in the leased premises must be a signed party to the Lease. Tenant may not add new residents without prior written Landlord approval. Landlord reserves the right to adjust the monthly rent based on the number of occupants. Removing Tenant names from the Lease is only permitted prior to Lease commencement. **ADD-ON POLICY:** In the event that all residents who will

Tenant Initials:

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be occupying the unit are not able to be present for the initial lease signing, Landlord will be conducting additional lease signings for the remaining roommates Monday – Friday between 9:00am and 1:00pm, or by appointment. Landlord will accommodate one lease signing after the initial signing at no charge. If additional signings are needed, there will be an administrative fee of \$50.00 for each lease signing thereafter. Tenant agrees to notify future roommates of this policy. In addition, any modifications to the lease agreement performed within the last 45 days prior to Lease commencement will be subject to a \$50.00 administrative fee.

35. Tenant agrees to promptly reimburse Landlord for any municipal fines or citations assessed to Landlord for Tenant’s violation of any municipal ordinance.
36. Appropriate window coverings, such as blinds and curtains, must be used to cover windows. At no time shall Tenant remove/replace Landlord installed window coverings, blinds, and/or curtains.
37. **UTILITIES:** When Tenant is responsible for payment of utilities, Tenant shall notify the utility company regarding connection and discontinuation of utility service, and Tenant agrees to maintain service concurrent with the Lease term. In addition to any utilities set forth on the front page of this Lease. Tenant agrees that ‘water & sewer’ includes any and all charges contained in the Madison Municipal Services bill or any similar issuing entity. Should Tenant fail to properly set up and maintain current utility services as set forth on the front page of this Lease, Tenant will be subject to a fine of \$75.00 per occurrence per billing cycle. Tenant hereby agrees to give consent and authorization to Landlord (or its agents) to have access to any and all utility account information during the course of the Lease, renewals and for 30 days thereafter.
38. **SECURITY:** Notwithstanding any security measures at the property, Landlord is not responsible for providing security relative to Tenant, Tenant’s guests, or the leased premises. Tenant agrees not to prop exterior doors open or to allow any unauthorized individuals into the building. Tenant also agrees to keep the leased premises door locked at all times, except when entering and leaving. Tenant agrees to hold the Landlord harmless for the bad acts of third parties.
39. An administrative fee of \$150.00 per occurrence may be assessed to Tenant for processing any incidents reported to Landlord by security and/or local authorities. This fee will be assessed in addition to any other damages and/or costs associated with the incident, in addition to any fine(s) levied by the civil authorities and will be prosecuted to the fullest extent of the law.
40. **CHECK-IN/CHECK-OUT:** Tenant shall within eight (8) days of occupancy of the Premises, inspect the Premises and have returned to Landlord a Check-In/Check-Out form, detailing any defects or repairs needed within the Premises. The consequence of not timely returning the Check-In/Check-Out form is that the Landlord will then assume that there were no deficiencies in the Premises at the time of occupancy. Tenant agrees not to vacate the Premises without first contacting Landlord. Tenant shall be assessed a \$150.00 penalty for failure to contact Landlord within three (3) days of vacating unit.
41. **TAX FORMS:** The Department of Revenue does not require Landlords/agents to complete Homestead Tax Credit forms for Tenant(s). Please keep your receipts and/or copies of canceled checks, as Tenant will solely be responsible for completing these forms.
42. **MILITARY LEAVE:** Tenant(s) who will be deployed for 90 days or more may terminate Lease in accordance with all applicable requirements set forth in the Servicemembers Civil Relief Act, 50 U.S.C. App. 501, et seq. If there is more than one Tenant on the lease and a Tenant is called to active duty, remaining Tenant(s) remain jointly and severally liable and understand that the monthly rent amount will remain unchanged.
43. **NOTICE:** Tenant may obtain information about the sex offender registry and persons registered with the registry by contacting Wisconsin’s Department of Corrections at <http://offender.doc.state.wi.us/publicor> at 1-877-234-0085.
44. **SEVERABILITY:** If any provision or clause in the Lease or any addendums, or any remedy herein provided, is determined by a court of law to be invalid, then such provisions or clauses shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and, so adjusted, shall be deemed a provision or clause of this Lease as though originally included herein. In the event the provision or clause invalidated is of such a nature that it cannot be adjusted, such provision shall be invalid and deemed omitted from this Lease. The remaining provisions of this Lease shall remain in full force and effect.
45. **PARKING:** Unless included, a parking contract must be entered into between Landlord and Tenant before automobile parking is allowed on the property. Availability of rented parking is not guaranteed. In the event Tenant uses Landlord’s parking facility, including driveways, without a valid parking contract at any time, Tenant expressly understands and agrees that Landlord will not be responsible, and Tenant will be solely responsible for any and all damage to Tenant, Tenant’s guest(s) and/or property and Landlord, Landlord’s guest(s) and/or Landlord’s property. Tenant understands and agrees that subletting and/or renting of any parking, including but not limited to garages, driveways, and/or other spaces for vehicles, even when included in the Lease, to another party is strictly prohibited.
  - a. No vehicles or mopeds may be parked on the lawn, in front of the building, on or near any bicycle racks, in common areas or any unauthorized place at the Property, or outside of designated areas at any time without prior Landlord approval.
  - b. Tenant understands that overhead garage doors (where applicable) open and close automatically. Tenant understands and agrees that Landlord will not be responsible for any damage to Tenant’s person and/or property due to an overhead garage door. Additionally, personal use of common area electrical outlets, including but not limited to use for car charging, are expressly prohibited on the property.
  - c. No inoperable vehicles (including vehicles with flat tires, unregistered or non-current license plates, or abandoned), recreational vehicles, boats, or trailers are permitted on the property at any time. Vehicle repair is prohibited on the property.
  - d. Failure to remove such vehicle, boat, or trailer after notice will be considered a material breach of the Lease agreement and may result in towing at Tenant’s sole expense or legal action. There is also a \$25.00/day fee from date of notice until such vehicle, boat, or trailer is removed from the property.
  - e. Temporary parking permits are available for \$8.00 per day, subject to availability and with prior Landlord approval.
  - f. For information pertaining to street parking, please go to <https://www.cityofmadison.com/parking-utility> (or visit the website for your municipality).

Tenant Initials:

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- 46. **SMOKING: THERE IS NO SMOKING ALLOWED INSIDE THE UNIT.** Tenants will be charged cleaning/repainting fees if odors exist inside the unit upon move-out.
- 47. Tenant agrees to not engage in threatening behavior, violence, harassment, stalking, or intimidation, towards Tenant's roommates, guests, neighbors, the landlord, or any agents or employees of the Landlord. Tenant also acknowledges that Tenant is responsible for the conduct of any guest(s) or invitees.

**Tenant Signatures:**

**Landlord Signature:**

			Peter A. Hunt

**NON-STANDARD RENTAL PROVISIONS**  
**THIS DOCUMENT IS HEREBY INCORPORATED INTO AND**  
**MADE PART OF THE ACCOMPANYING LEASE AGREEMENT**

*Tenant(s) Initials:*

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1. Tenant agrees to return the residence in an overall clean condition at move-out. If the residence is not clean when Tenant vacates, Landlord's employees or an independent cleaning company will undertake the work, and the wage rate assessed to Tenant shall be at a minimum labor rate of \$44.00 per hour.

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2. All windows, storm windows, screens, and blinds/window coverings must be in place or present at checkout time and in good condition, normal wear and tear excepted. In the event windows, screens or blinds/window coverings are broken, damaged, or missing, Tenant agrees to pay as follows: damage to screen mesh interior \$50.00; if screen missing or frame damaged \$75.00; standard mini-blinds - \$45.00; standard vertical blinds - \$85.00; any specialty or special-order blinds/window coverings – actual cost; window glass/frame – actual cost.

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3. All costs related to any repairs, including but not limited to wall repair and painting as a result of unusual damage caused by resident abuse, and all costs related to returning wall material and paint to the same overall condition as when the tenancy commenced or as subsequently improved by Landlord, Landlord's agents or Tenant will be billed to Tenant at a minimum labor rate of \$66.00 per hour plus actual materials costs. The repairs may include, but are not limited to, drywall damage due to holes, knicks, scrapes; paint repair and prep due to the use of adhesives that cause damage; if the paint color was changed by Tenant, the costs to return the paint to the original color; and any other damage beyond normal wear and tear caused during the Lease term.

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4. Tenant agrees that if the number of keys and garage remotes returned at or before the time of check-out at the end of the Lease term is not equal to the number of keys and garage remotes issued during the course of the Lease, the locks will be re-keyed and/or new remotes programmed. Charges, either during the course of the Lease or at Lease end, will be equal to the actual cost including labor at a minimum rate of \$66.00 per hour. Individual laundry keys or security door keys/fobs/access cards will be billed at the rate of \$30.00 each. Any parking hang tags and/or permits issued during the lease term which are lost, damaged, and/or not returned will be billed at a rate of \$25.00 each. Laundry cards must also be returned and will be billed at the rate of \$10.00 each. Time is of the essence in regard to key return by the Tenant. All apartment and other keys, remotes, fobs, and cards must be delivered together to the Landlord at or before the check-out time.

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5. Tenants jointly and severally agree and understand that the returning of all the keys, fobs, and/or remotes that were issued during the course of the Lease to the Landlord will 1. constitute a total surrender of the unit, 2. permit Landlord to enter the premises without further notice, and 3. be deemed as Tenants' full and complete surrender and abandonment of any and all items at the premises, with certain exceptions as set forth in Wis. Stat. 704.05(am).

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6. Lease maturity date and time is of the essence. A penalty of \$200.00 will be assessed if an occupant or occupant's possessions are not completely removed from the premises by the Lease end date and time. An additional use and occupancy charge of \$25.00 per hour will be assessed for each hour any Tenant remains in occupancy past the Lease end date and time. In the event the Lease does not state a specific time, the maturity time of the Lease shall be at noon on the Lease end date. Landlord also reserves the right to file eviction in the event Tenant fails to vacate when the lease expires.

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7. Tenant expressly agrees that any unpaid late fees, fines and/or returned check fees, unpaid repair charges for the residence, repairs/damages incurred in any common areas, trash removal and/or dumpster costs and/or disposal fees, utility costs for which Tenant is responsible, court costs awarded and/or granted by

**Tenant Initials:**

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court order, or mitigation costs allowable under Wis. Stat. 704, such as advertising expenses, in case of a breach of Lease (or any extension) may be deducted from the security deposit.

8. Tenant may not have any animals on the premises at any time without Landlord’s prior written consent. If an animal is acquired without prior written approval from Landlord, or if Tenant boards someone else’s animal, Tenant will be assessed a penalty of \$250.00, and a \$20.00 penalty will be assessed each day that the animal remains on the premises. This provision does not grant permission to keep an unauthorized animal in the apartment.

9. In the event Tenant desires to sublease, Tenant agrees to pay a \$150.00 administrative fee to Landlord. This fee is due and payable at or before the time the sublet agreement is signed at the Landlord’s office. Subleases are an uninterrupted continuation of the term of the Lease; as a condition of a sublease, no assessments or inspections by Landlord shall be made, no changes to any furniture provided by Landlord shall be made, nor any cleaning or promises to improve or repair shall be made by Landlord. Tenant agrees to pay a \$500.00 fee for unauthorized subleasing, without affecting Landlord’s right to proceed against Tenant for having an unauthorized Tenant. Community sharing programs, including but not limited to Airbnb, are expressly prohibited, and are considered an unauthorized sublease.

10. In the event that Tenant wants to breach this Lease agreement prior to its commencement and have the Premises placed back on the rental market for re-rental, or Tenant vacates the Premises after Lease commencement and/or prior to the Lease end date as listed in the Lease Agreement or any extensions thereof, whether or not advance notice is provided, Tenant acknowledges that any signing promotion and/or bonus is rescinded and is responsible for repaying said promotion/bonus should the Lease be breached at any point before or during the Lease term. Tenant agrees to pay \$300.00 to Landlord’s agent as the cost for Landlord to fulfill its duty to mitigate the damages to Landlord by attempting to re-rent the Premises. The administrative fee is in addition to any other costs or losses associated with re-renting the premises.

11. In the event of a partial renewal of the Lease, any new/successor Tenant(s), including sublet and/or add-on Tenants, expressly assumes greater liability by consenting to the transfer of the terms of the original Lease and accepts any damages, breaches or violations which occurred before or during the period in which the new successor Tenant(s) holds his or her interest and which includes but is not limited to handling the security deposit, the condition of the property at the start of the original Lease, and all liability under the original Lease.

12. Tenant agrees to report any problems with the heating system to Landlord immediately. When Tenant controls the thermostat on the premises, Tenant agrees to maintain a temperature of at least 67 degrees. If the thermostat is found to be turned off or set at a temperature below 67 degrees, Tenant will be assessed a \$50.00 fee for each violation. In addition to the \$50.00 fee, Tenant will be responsible for all damages on the Premises and other residential units and common areas caused by the heat being insufficient, including but not limited to damages caused by frozen water pipes. Landlord may adjust the heat at any time if it is determined that the heat is not set at a level sufficient to protect water pipes from freezing; this includes during winter break and weekends when no one appears to be present at the apartment.

13. Excessive noise, nuisance and/or disturbance charges: As full use and enjoyment of the premise is an essential element to this Lease agreement, Tenant agrees that Landlord may assess the following non-rent charges to Tenant for each noise complaint, nuisance and/or disturbance reported by Landlord, neighbors, or law enforcement officers. This shall include all noise disturbances caused by persons residing in the Premise, as well as Tenant’s guest(s) and invitees. 1<sup>st</sup> noise complaint - Warning; 2<sup>nd</sup> noise complaint - \$100.00; 3<sup>rd</sup> noise complaint - \$150.00.

14. Tenant agrees to not flush any items down the toilet that could cause it to become stopped up and agrees to supply a toilet plunger for the apartment. In the event that it becomes necessary for Landlord to unplug Tenant’s toilet, Tenant will be charged for the service call at a minimum labor rate of \$66.00 per hour during normal business hours (8:00am through 4:30 pm Monday – Friday) and at a minimum labor rate of \$99.00 per hour during any non-business hours.

**I HAVE READ THE “NON-STANDARD RENTAL PROVISIONS” AND ACKNOWLEDGE THIS POTENTIAL FINANCIAL LIABILITY. By initialing and signing, I acknowledge that the Landlord has identified and discussed each provision with me. I understand and agree that any of the above-referenced items and any charges identified in the House Rules Addendum may be deducted from my security deposit at the termination of my tenancy if not paid. If any of the above charges are not deducted from the security deposit, Landlord shall send a statement to Tenant, which Tenant agrees to pay upon receipt.**

Tenant Signatures:

Landlord Signature:

**DRUG-FREE HOUSING ADDENDUM**

Residents shall not, in the leased unit, grounds, nor in any part of the Premises, engage in or permit any drug related criminal activity or engage in or permit any criminal activity or other activity that endangers the health or safety of other residents, in the Landlord’s sole discretion, or engage in or permit any activity that is, in the Landlord’s sole discretion, otherwise injurious to the community or its reputation.

Instances of such conduct shall include, but not be limited to, residents permitting co-resident, occupant, member of resident’s household or family, guest invitee, or other persons resident permits to occupy or use the premises, to keep, use, manufacture, purchase, sell, possess, or otherwise distribute controlled substances (as defined in section 102 of the Controlled Substance Act, 21 U.S.C. Section 802) or drug-related paraphernalia in or about the premises.

Residents further agree that if controlled substances are found in the leased premises during the period of tenancy, except such controlled substances as have been dispensed to the person in possession of the same pursuant to a lawfully issued prescription (it being the burden of the Tenant to establish that all elements of the foregoing exceptions apply), the existence of such controlled substances shall constitute a material non-compliance by the Tenant of this lease agreement. The restrictions contained hereunder are material obligations under the lease. It is fully understood that a single violation of any of the provisions of this addendum shall be deemed a material violation of the Lease, and cause for termination of the tenancy.

**IN WITNESS WHEREOF, the parties have executed this “Anti-drug rules addendum”**

**Tenant Signatures:**

**Landlord Signature:**

			Peter A. Hunt

**SMOKE DETECTOR / FIRE PROTECTION SYSTEMS REQUIREMENTS**

**34.26 REMOVAL OR TAMPERING WITH FIRE PROTECTION SYSTEMS.**

(1) No person shall modify, remove, tamper with or in any manner interfere with or make any connection to any sprinkler system, standpipe system, private fire service main or fire hydrant, fire alarm system or appliance, fire extinguisher, CO2 detector, or smoke detector, including the removal from power sources necessary to make the said devices functional, without the written permission of the Chief. This section shall not apply to lawful and necessary maintenance work performed by qualified and, when necessary, licensed personnel.

(2) Any person violating this section shall be subject to a forfeiture of up to five hundred dollars (\$500) for the first violation, and not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for the second or subsequent violation within a three (3) year period.

Wisconsin Statute 101.645(3): The owner of a dwelling shall install a functional smoke detector in the basement of the dwelling and on each floor level except the attic or storage area of each dwelling unit. The occupant of such a dwelling unit shall maintain any smoke detector in that unit, except that if any occupant who is not the owner, or any state, county, city, village or town officer, agent or employee charged under statute or municipal ordinance with powers or duties involving inspection of real or personal property, gives written notice to the owner that the smoke detector is not functional the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.

If you fail to comply with Wisconsin Statute 101.645(3), or if you remove a smoke detector battery or otherwise tamper with a fire protection system, and your residence and other areas of the building are damaged by a fire that started in your residence, you may be held personally liable for such damage.

**Tenant Initials:**

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**OFF-STREET PARKING REQUIREMENTS**

Madison General Ordinance 28.11(3)(a) states: (1) In the residence district, accessory off-street parking facilities provided for uses listed herein shall be solely for the parking of passenger automobiles (including passenger trucks) and bicycles of patrons, occupants, or employees. Such vehicles are limited in size to less than one (1) ton capacity. (2) All vehicles parked on a residential lot shall be in condition for safe and effective performance of the function for which they are designed. (3) All motor vehicles parked on a residential lot shall display current license plates.

**SMOKE ALARM/CO2 ALARM ACKNOWLEDGEMENT**

By signing below, both Tenant and Landlord acknowledge that, at the address listed in this Lease, smoke alarms meeting one of the two requirements below are installed and operating in each bedroom, in every sleeping area and within six feet of each door leading to a bedroom or sleeping area at the above-listed address. A) A smoke alarm with two independent power sources consisting of a primary source that uses commercial light and power and a secondary source that consists of a non-rechargeable or rechargeable battery, or B) A smoke alarm which is powered by a non-replaceable, non-removable battery that is capable of powering the smoke alarm for a minimum of ten years.

Tenant acknowledges that they are responsible for maintaining and testing, in accordance with the manufacturer’s instructions, smoke alarms/CO2 that are within the unit. Further, that they are responsible for notifying the landlord in writing if a smoke detector becomes inoperable.

Tenant acknowledges and understands that it is a violation of MGO section 34.42 to tamper with, remove, alter, damage, or otherwise render any smoke alarm inoperable and that pursuant to MGO section 34.26(2), the penalties for rendering smoke alarms/CO2 alarms inoperable or otherwise affecting the performance of the alarm include: **a forfeiture of up to five hundred dollars (\$500) for the first violation, and not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for the second or subsequent violations within a three (3) year period.**

**Tenant Signatures:**

**Landlord Signature:**

			Peter A. Hunt

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

Landlord provides the Tenant(s) the following notice in accordance with Wis. Stat. 704.14:

- 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:
  - i. Sought an injunction barring the person from the premises.
  - ii. 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.

**Tenant Signatures:**

**Landlord Signature:**

			Peter A. Hunt

**Tenant Initials:**

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**MOLD ADDENDUM**

Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Mold is a naturally occurring microscopic organism. We have all lived with mold spores all of our lives. Mold breaks down organic matter in our environment and can be transported by shoes, clothing, and other material. If excessive moisture becomes present, mold can grow. It is undetermined what constitutes a sufficient accumulation of mold which could lead to adverse side effects. Precautions regarding mold need to be taken. **Tenant(s) hereby agree to the following condition of tenancy:**

**MOISTURE ACCUMULATION:** Tenant(s) shall remove visible moisture accumulation in or on the Leased Premises, including windows, walls, ceilings, floors and all other surfaces as soon as reasonably possible after occurrence. Tenant(s) agrees to keep climate and moisture in the Leased Premises at reasonable levels.

1. **APARTMENT CLEANLINESS:** Tenant(s) agrees to keep the residence clean, particularly in the kitchen, bathrooms, carpets and floors, including vacuuming regularly, mopping floors and using household cleaner on hard surfaces. It is important to remove dirt and debris that can harbor mold.
2. **NOTIFICATION OF MANAGEMENT:** In order to remedy or repair the situation as necessary, promptly notify the Landlord in writing if any of the following shall occur:
  - a. A water leak, excessive moisture or standing water on the Leased Premises.
  - b. A water leak, excessive moisture or standing water in a common area including Lessee’s garage, basement, storage area. Landlord cannot and does not guarantee dryness in any garage, basement, and/or storage space (if applicable) and is not responsible for any damages caused by humidity, moisture and/or water.
  - c. Mold growth in or on the Leased Premises that persists after Tenant(s) has (have) attempted several times to remove with household cleaners (Lysol, Pine-Sol, Tilex, Mildew Remover, Clorox Cleanup or a combination of bleach and water).
  - d. Any air conditioning, heating or ventilation system problems you may discover
3. **AVOIDING MOLD GROWTH:** In order to avoid mold growth, it is important to avoid excessive moisture build-up in your residence. Prolonged moisture can result from various sources, such as:
  - a. Leaking windows and doors.
  - b. Bathroom, washer/dryer, dehumidifier, refrigerator overflow.
  - c. Plumbing leaks.
  - d. Washer/dryer leaks, spills.
  - e. Shower stalls and bath floors.
4. **TREATING MOLDS THAT HAVE ALREADY OCCURRED ON NON-POROUS SURFACES:** The EPA recommends that you first clean the area with soap and water (always apply cleaner in an area five or six times larger than the visible mold). Allow to dry thoroughly. Within twenty-four (24) hours, apply a pre-mixed household biocide (Lysol, Pine-Sol, Tilex Mildew Remover, or Clorox Cleanup). Be sure to follow directions. Not all cleaners will kill mold. Tilex or Clorox contain bleach, which can discolor and stain. Do not apply biocides to porous areas.
5. **COMPLIANCE:** Complying with this Addendum will help prevent mold growth in your dwelling, and both Tenant(s) and Landlord will be able to respond correctly if problems develop that could lead to mold growth. Non-compliance of this Addendum shall be deemed a violation under terms of the Lease. Please contact Landlord if you have further questions.
6. **PROPERTY LIABILITY:** If you fail to comply with this Addendum, you may be held responsible for property damage and health problems that may result. Problems cannot be repaired without proper and prompt notification to Landlord.
7. **LIABILITY:** Tenant(s) shall be liable to Landlord for damages sustained to the Leased Premises. Landlord shall not be responsible or liable for damages or loss to Tenant’s person or property as a result of Tenant’s failure to comply with the terms of this Addendum.

**ADDENDUM SUPERSEDES LEASE:** In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.

The undersigned acknowledge having read and understood this Mold Addendum and agree to the terms and conditions as stated above.

**Tenant Signatures:**


**Landlord Signature:**

Peter A. Hunt
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**PET ADDENDUM**

This addendum is a permanent, legal addition to the lease agreement. Failure to adhere to the terms and conditions of this Addendum could be considered a BREACH OF CONTRACT and grounds for legal action against Tenant.

**Tenant Initials:**

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**Tenant has requested Landlord's permission to have the following pet(s) on the leased Premises:**

Type	Breed(s)	Age	Color/Description	Weight (lbs)	License No.

**Total Number of Pets:** Cats:     0     Dogs:     0     Other:     0    

**Landlord hereby provisionally approves the pet being on the premises subject to Tenant's continuous compliance with the following terms and conditions:**

1. Tenant agrees to pay **\$25.00 per cat and \$25.00 per dog each month**, in addition to the monthly rent, as additional rent.
2. Tenant must provide landlord with proof of renter's insurance indemnifying Tenant for damage or injuries caused by the pet during the tenancy. Tenant shall be fully liable for any such damage or injury and shall pay the Landlord immediately, upon demand, for any and all such costs incurred, including attorney's fees and/or liability claims by third parties for injury or damage. Tenant further agrees that any damage, including but not limited to physical damage, stains, and lingering pet odors, to the grounds, exterior, or interior of the Premises caused by the pet will be the full responsibility of the Tenant and that the Tenant will be responsible for all costs involved in the restoration to the original condition or replacement if deemed necessary.
3. The pet must be current on all required vaccinations, including but not limited to rabies. Tenant must provide proper documentation and/or vet records to the Landlord or upon signing this agreement.
4. Tenant agrees to fully cooperate with Landlord so Landlord may conduct showings and complete maintenance within the residence. Tenant agrees not to request any special accommodations from Landlord due to owning a pet. Tenant agrees to kennel or otherwise restrain any dog in the event that Landlord or its agents need to enter the residence.
5. Tenant agrees to keep the pet under complete control at all times to avoid the potential of physical harm to any person or property. When allowed in the shared common areas, the pet shall be accompanied and supervised at all times by a responsible human companion and be on a hand-held leash or in a pet carrier. Tenant will be charged a \$50.00 fee each time the pet is seen off lease on the Premises.
6. Tenant agrees the pet will not create a disturbance or disruption. Tenant agrees that Landlord has the right to enter Tenant's apartment without prior notice if the Landlord believes the disturbance is due to the pet being left alone for an unreasonable amount of time or any other emergency situation appears to exist with the pet. Landlord shall attempt to contact Tenant before entering and shall only enter if unable to contact the Tenant in a reasonable amount of time. Tenant agrees that the Landlord may make appropriate arrangements with respect to the pet's care and welfare if deemed necessary and further agrees to reimburse Landlord for any reasonable costs associated with such arrangements.
7. Any pet waste, litter or debris shall be immediately picked up by Tenant and properly disposed. In the event management must pick up after the pet, the Tenant will be charged a \$50.00 fine per occurrence plus the actual time required for clean-up at a minimum labor rate of \$66.00 per hour.
8. Tenant agrees to permit the Landlord to professionally fumigate the premises using the Landlord's contractors at the Tenant's expense if deemed necessary due to the presence of pet related pests.
9. In the event Tenant violates any of the above provisions, Landlord, at its sole discretion, may determine that permission to keep the pet shall be revoked. Tenant agrees to abide by the decision and remove the pet from the premises within five (5) days after written notice is either delivered or mailed to Tenant. Failure to comply with this paragraph may be declared a default under the Lease Agreement and the Lease may be terminated due to breach of Tenant.
10. **This property has pet restrictions. Pets that do not meet these restrictions will not be permitted without separate written approval by the Landlord. Pet Restrictions:** 1 small dog (under 50 lbs) and 2 cats max.

Additional Monthly Rent: **\$25.00/cat and \$25.00/dog** \*Charges may apply for other types of animals. I have read, understand, and agree to abide by the terms and conditions listed above.

**Tenant Signatures:**


**Landlord Signature:**

Peter A. Hunt
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**SECURITY DEPOSIT PAYEE DESIGNATION**

We, the residents of **Address**, designate the following person to be solely named on the security deposit refund, if any, at the end of our tenancy: **Tenant Names**. The sole address to which the Statement of Security Deposit should be mailed is: **Address**

**Tenant Initials:**

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All tenants signed to the Lease must sign this designation form or Tenants understand and agree that the Statement of Security Deposit will be made out to all named Tenants. We understand that we may change the payee designation at a later time by completing a new form, obtaining all Tenant signatures, and submitting it to the Landlord. Tenants understand and agree that **no verbal changes** may be made to this designation at any time. The designated payee may change the above address only without the consent of the other residents. Any address change requested needs to be in writing or through email.

**OTHER TERMS AND CONDITIONS**

- 1. Please ensure "Purchase Protection" is turned off for all payments on Venmo – landlord will not cover purchase protection insurance
- 2. All utilities billed by Landlord must be paid in full by the end of the month in which they are billed
- 3. Tenant is responsible for timely lawn maintenance. If lawn is not mowed timely, \$50 will be charged for each occurrence
- 4. \_\_\_\_\_

**COUNTERPARTS CLAUSE**

This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

**UTILITIES CONTACTS**

**Sun Prairie Utilities** – (608) 837-5500  
**WE Energies** – (800) 242-9137  
**Alliant Energy** – (800) 255-4268  
**MG&E** – (608) 252-7000  
**Madison Water Utility** – (608) 266-4641

Gas Service for Premises: **WE Energies**  
Electric Service for Premises: **Sun Prairie Utilities**  
Water/Sewer Service for Premises: **Sun Prairie Utilities**

IN WITNESS WHEREOF, Tenant(s) acknowledges he/she/they have read, understand, and agree to ALL PARTS of this Lease agreement and agree to be bound under the provisions contained herein. Tenant(s) guarantee the performance of all covenants contained within this Lease agreement and payment of all amounts due under this Lease agreement.

**Tenant Signatures:**


**Landlord Signature:**

Peter A. Hunt
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**MILITARY SERVICE**

Are any Tenants currently in the armed forces? (Y/N) \_\_\_\_\_  
Are any Tenants expected to be in active duty military service now or in the future? (Y/N) \_\_\_\_\_  
If yes, which tenant and service period? \_\_\_\_\_

**Tenant Initials:**

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