

RESIDENTIAL LEASE AGREEMENT

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

| TENANT(S): | | |
|--|--|--|
| Other Occupants: children etc | | |
| LANDLORD: | | |
| Address: 200 East Main Street, Watertown, WI 5 | 3094 | |
| LANDLORD'S AGENT: for maintenance, manage | ment, service of process and collection of rent: | |
| Rent checks shall be made payable to: | | |
| Name: Johnson & Hellekson Real Estate, LLC Phone: 920-261-6311 | Address: 200 East Main Street, Watertown, WI 53094 E-mail: info@jhrellc.com Website: www.jhrellc.com | |
| RENTAL PREMISES: | | |
| CITY/STATE/ZIP: | | |
| RENTAL TERM: 12 months | Parking Space(s) # Storage# | |
| | ·· | |

First Day of Term: March 1, 2021 Last Day of Term: February 28, 2022

This lease is only for the stated term and is **NOT** automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

UTILITIES: Tenant must pay all charges, including those additional fees and charges added by municipalities that are separately metered or subject to cost allocation, as follows:

| Utility Charges | Electric | Heat | Water/ Municipal Services | Sewer/Municipal Services | Unit Gas | Air Conditioning | Hot Water | Trash/Recycling |
|--------------------|----------|------|------------------------------|-----------------------------|----------|---------------------|-----------|-----------------|
| Included in Rent | | | | | | | | |
| Separately Metered | X | Х | Х | X | Χ | Х | Х | X |
| Cost Allocation | | | | | | | | |

Tenant's failure to timely pay utility bills for which Tenant is responsible is a breach of this Lease and may result in eviction.

RENT AMOUNT: \$ 1,300.00 per Month, due on or before the First day of each Month, Rent checks shall be made payable to Landlord's Agent and mailed or delivered to Landlord's Agent. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

LATE FEES: All rents received after the first of the month, or if paid by check all rents postmarked after the first day of the month shall be subject to \$50.00 late fee, plus \$5.00 per day for each day thereafter that rent is late.

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant agrees to pay a security deposit in the amount of \$1,300.00 to be held by the Landlord. When Tenant vacates the Premises, or if evicted, Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after the date established in Wis. Stat §704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises, Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers etc.

CHECK- IN SHEET: Landlord shall provide Tenant with a check-in sheet prior to occupancy of the Premises. Tenant shall have 7 days from the date Tenant commences his or her occupancy to complete the check -in sheet and return it to Landlord. An information check-in sheet is not required for the rental of a plot of ground on which a manufactured home or mobile home may be located [per Wis. Stat.§ 704.08].

LANDLORD'S RIGHT TO ENTER: Landlord may enter the Premises occupied by the Tenant at reasonable times with at least 12 hours advance notice, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

ABANDONMENT: If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting the premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. Unless otherwise agreed to in writing, if Tenant removes from the Premises and leaves personal property, Landlord will <u>not</u> store the personal property. Landlord may presume the personal property owned by Tenant or by others on the Premises is abandoned and may dispose of the abandoned personal property in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which the Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. §704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known of Landlord or Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].

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

LEAD BASED PAINT: If applicable, Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the *Protect Your Family From Lead In Your Home Pamphlet* (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify the Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

TENANT RULES & OBLIGATIONS USE: During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

- 1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
- 2. To NOT make or permit use of the Premises for any purpose that will injure the reputation of the Premises or the building of which they are a part.
- 3. To NOT use or keep in or about the Premises anything that would adversely affect insurance coverage of the Premises, or the building of which they are a part, under a standard fire or extended insurance policy.
- 4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
- 5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
- 6. To obey all lawful orders, rules and regulations or all governmental authorities and if a condominium, any condominium association with authority over the premises.
- 7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
- 8. To maintain a reasonable amount of heat in cold weather to prevent damages to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
- 9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
 - a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.

- b. Alter or redecorate the Premises.
- c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the Premises. **Standard picture hanging hardware is acceptable.**
 - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
- To NOT permit any guest or invites to reside in the Premises without prior written consent of Landlord.
- 11. To be responsible for all acts of negligence or breaches of the agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury. Tenant shall not be responsible for personal injury arising from causes clearly beyond tenant's control or for property damage caused by natural disasters or by persons other than the tenant or the tenant's guest or invitees.
- 12. To NOT assign this Agreement nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Agreement.
- 13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.
- 14. To NOT use Security Deposit as payment of last month's rent without prior written consent of Landlord.

RULES: Landlord or Landlord's Agent may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of the Agreement.

NOTICE OF DOMESTIC ABUSE PROTECTIONS

- (1) As provided in section 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
 - (a) A person who was not the tenant's invited guest.
 - (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
 - 1. Sought an injunction barring the person from the premises.
 - 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
 - (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

DAMAGE BY CASUALTY If the Premises are damaged by fire or other casualty to a degree that renders them untenantable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of the Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of the Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year or such previous breach, Tenant breaches the same of any other covenant or condition of Tenant's lease, this lease may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after giving of the notice as provided in Wis. Stat. 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats 704.17(3m), 704.17 (2)(c), and 704.16(3). These provisions shall apply to any lease for a specific term and do not apply to month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including Wis. Stats 704.07(4) and 704.45, and Wis.Admin.Code ATCP 134.

CODE VIOLATIONS, CONDITIONS AFFECTING HABITABILITY: Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, that presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in Special Conditions or an Attachment to this Agreement [per Wis. Stat. § 704.07 (2)(bm)]. The Premises do NOT contain any of the following condition adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

SMOKE DETECTOR NOTICE: Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVIDING OF NEW BATTERIES, AS NEEDED.

CARBON MONOXIDE DETECTOR NOTICE: Landlord shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law. If the Premises is within a building with three or more dwelling units, Landlord shall maintain the CO detectors. If Tenant or any government inspector gives written notice to Landlord that a CO detector is not functional or has been removed, Landlord shall repair or replace the detector within 5 days after receipt of the notice. If the Premises is a one or two family dwelling, Tenant shall maintain the CO detectors in the Premises. Upon discovery that the CO detector requires maintenance, Tenant agrees to immediately either provide any maintenance necessary to make that detector functional or provide Landlord written notice regarding the required maintenance. If the Premises is within a building with three or more dwelling units, upon discovery that a CO detector in the Premises is not functional or has been removed, Tenant agrees to immediately give Landlord written notice regarding the non-functioning or missing detector.

ELECTRONIC COMMUNICATIONS: Landlord and Tenant agree to the use of electronic documents, e-mail and electronic signatures to the extent not prohibited by federal or Wisconsin law. Tenant must first consent electronically, as required by federal law, and provide their email addresses below. Landlord and Tenant agree that Landlord may provide the following electronically: (1) copy of this lease and any related attachment or document; (2) a security deposit and any documents related to the accounting or disposition of the security deposit and refund; (3) any promise made by Landlord prior to entering into the Lease, to clean, repair, or otherwise improve the Premises; and (4) and advance notice to enter the Premises to inspect the Premises, make repairs, show the premises to prospective tenants or purchasers, or comply with applicable laws and regulations. *Default or eviction notices cannot be given electronically*.

AGENCY NOTICE: Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

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

Attachments checked below are attached to this Agreement and incorporated herein by reference.

| Attachment | √ Check | Attachment | √ Check |
|--|---------|------------------------------------|---------|
| Guarantee/Renewal/Assignment/Sublease | | Broker-Agency Disclosure | X |
| Rules and Regulations | X | Privacy Policy | X |
| Lead-Based Paint Disclosure & Pamphlet | | Pet Agreement | |
| Nonstandard Rental Provisions | Х | Cleaning Instructions | Х |
| Mold Addendum | Х | Utility Authorization Release Form | Х |

| The below named parties have executed this Residential Lea | ase Agreement on: (Date) |
|--|--------------------------------|
| X | |
| Landlord's Agent: Johnson & Hellekson Real Estate, LLC | |
| By: Scott Johnson | |
| Landlord's email address: info@jhrellc.com | |
| X Tenant Name: | Date: Tenant email address: |
| | |
| X | Date: |
| Tenant Name: | Tenant email address: |

This document was drafted by Attorney Allen W. Larson, State Bar# 1029872

NON-STANDARD RENTAL PROVISIONS **Tenant Signatures** X______ Tenant has received a rent incentive in the amount of **(\$000.00)** which is contingent upon Tenant residing in the apartment for the entire term of the lease and for the satisfactory performance under all terms of the lease. If Tenant vacates the apartment prior to the expiration of the lease, fails to pay rent on time, creates property damage or otherwise creates any scenario that may be determined to be a breach of the lease terms, the rent incentives will be rescinded and Tenant agrees to reimburse Landlord for all incentives provided immediately upon demand. In the event Tenant fails to reimburse Landlord immediately upon their demand for the incentive received, Tenant understands that it will constitute a material breach of this lease and authorizes Landlord to deduct those incentives from my security deposit. Furthermore, Tenant understands and agrees that the Landlord and Agent can deduct from the security deposit, in addition to rent, penalties, incentives and other elements of damage, all reasonable expenses of listing and advertising incurred in re-renting and attempting to re-rent the premises if Tenant vacates the apartment prior to the expiration of my lease. (See Wisconsin Statute Sec. § 704.29(2)). X_____ In the event Tenant fails to pay the final utility bill within 14 days upon vacating, Tenant agrees to pay Landlord or Landlord's Agent a \$50.00 administration fee plus the actual cost of the bill. Said amount may be deducted from the security deposit. X_____ X____ Tenant understands and agrees that any unpaid late fees as set forth in the Rental Agreement (\$50.00 for rents received postmarked after the First and \$5.00 each day thereafter) may be deducted from the security deposit. Tenant agrees that under no circumstances shall the late fee be waived. X_____ Tenant understands that Tenant is completely responsible for any drain clogs that Tenant, guest or invitee has caused in their unit. In the event of a drain clog Tenant will promptly have it repaired by a person qualified to clean drains. Tenant will not use "Drano" or similar products. In the event drain clogs are discovered after Tenant vacates the premises, Tenant authorizes the Landlord to deduct the cost of this repair from the security deposit. X______ Tenant understands that smoking or the use of smoking related materials is prohibited inside the apartment or any common area of the property. If smoke enters the building or otherwise interferes with the health, safety or well-being of others or interferes with the guiet use and enjoyment of the Premises by other Tenants, Landlord reserves the right to modify the location(s) where smoking is permitted. The term "smoking" includes the inhalation, exhalation, breathing burning or carrying of any lighted or heated cigar, cigarette, pipe or other tobacco product or plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes or any similar electronic device that provides vapor of liquid nicotine and/or other substances. Tenant also understands that damage from smoking materials is not considered "normal wear and tear". Tenant is aware that the use of smoking materials causes damage (ie: fire, burn marks, discoloration of walls, smoke odor, etc.) and Tenant will incur charges for damages which may be deducted from the security deposit. Tenant is responsible for notifying all guests and invitees of the rules. This is a non smoking building. Smoking must be done outside only and may not interfere with other residents right to a smoke free environment. X_______ Not less than 60 days prior to the expiration of the lease (or any subsequent renewal thereof) Tenant agrees to notify Landlord, in writing, of intent to renew

or vacate. In the event Tenant fails to provide such written notice, Tenant may be responsible for damages in the amount equal to one month's rent if Landlord is unable to obtain a new Tenant at the expiration of the lease which is a result of Tenant's failure to provide

X_____ Tenant shall not run washers, dryers, or dishwashers when Tenant is not home and will be held responsible if damage occurs in Tenant's absence.

such written notice. Said charge may be deducted from the security deposit

| X | X | | Tenant has been made aware |
|--|--------------------------------|------------------------------------|---|
| that the State of Wisconsin adopted NFPA 1, | 2007 Edition of the Uniform | Fire Code, as part of the V | Visconsin State Fire Prevention |
| Code, Comm. 14. Under this code, new regula | | | |
| 10.11.7 "for other than one and two family | dwellings, no hibachi, gas | s fired grill, charcoal grill | , or similar devices used for |
| cooking, heating, or any other purpose, sh | all be used or kindled on | any balcony or under any | y overhanging portion or within |
| 10ft of any structure." *Tenant agrees not | to use cooking apparatuse | es such as charcoal fuele | ed grills or any type of turkey |
| fryer on the premises at any time. The use | • | | • |
| a fashion as to comply with NFPA 10.11.7, | | | |
| any other resident. Tenant shall be responsi | | | |
| Tenant shall be responsible for any fines levie | | | |
| management due to the failure to observe this | | or dopartmont against the | property, property ewiler or |
| management due to the failure to observe this | Tuic. | | |
| X | Y | | Upon the last day |
| of occupancy, Tenant agrees to vacate no late | er than 12:00 noon Tenant | will be charged a minimum | |
| 12:00 noon that Tenant occupies the premise | | | |
| 12.00 floor that renant occupies the premise | s, Or actual costs incurred, | Willon may be deducted in | on the security deposit. |
| V | V | | Tanant salvas dadasa saasint |
| Xof the Move-In Report which needs to be com | ^ | U 1 'U' (7) 1 | Tenant acknowledges receipt |
| | | | |
| report is important because it documents all p | | | |
| Landlord within seven days, the unit will be co | | 9 | , |
| may be charged against the security deposit. | | nat it is not Landlord's prac | tice to conduct an "exit inspection" |
| or "walk-through" in the presence of Tenant up | pon vacating. | | |
| | | | |
| X | X | | Landlord will vigorously |
| pursue criminal charges against any Tenant w | vho: (1) Absconds without p | aying rent; and/or (2) Issue | es a worthless check. See the |
| following Wisconsin criminal codes: | | | |
| Wisconsin State Stature 943.215 Absco | onding without paying rent | t. | |
| 943.215 (1) Whoever having obtained the | | | perty he or she is entitled to occupy |
| intentionally absconds without paying all curre | | | |
| Wisconsin State Statute 943.24 Issue o | | | |
| 943.24 (1) whoever issues any check or o | | of not more than \$2,500 wh | nich at the time of issuance, he or |
| she intends shall not be paid is guilty of a Cla | | μ ποι ποιο τημη φ 2 ,000 πη | mon, at the time of location, he of |
| 943.24 (2) Whoever issues any single che | | ument of more than \$2.500 | or whoever within a 15-day period |
| issues more than one check or other order an | | | |
| | 3 33 3 | THOIE MAIT \$2,500 WITIGH, | at the time of issuance, the person |
| intends shall not be paid is guilty of a Class To | епані теюту. | | |
| Landland words with Attamage Drivets Inc | vestimaters and Callestian A | annaine for the number of | Jacobina Tononto vibo bovo |
| Landlord works with Attorneys, Private Inv | | | |
| absconded (i.e. abandoned the property not le | eaving a complete and accu | irate forwarding address) w | vitnout paying rent and/or issued a |
| worthless check. | | | |
| | | | |
| Xthe lease, Tenant shall have the carpeting in t | X | | On or before the last day of |
| the lease, Tenant shall have the carpeting in t | the entire unit professionally | cleaned and provide the r | eceipt of service to the Landlord. If |
| Tenant does not have the carpets professiona | ally cleaned, Tenant agrees | to pay Landlord the amour | nt of \$140.00. This charge must be |
| paid prior to moving out or with the return of k | eys to Landlord in order to e | end the rental account in go | ood standing. This charge may not |
| be taken out of the security deposit. | | | |
| | | | |
| X | Χ | | Tenant agrees and |
| Xunderstands that it is Tenant's responsibility to | o obtain Landlord's prior wri | tten consent if Tenant choo | oses to install additional cable |
| outlets or a satellite dish for his/her unit. Tena | | | |
| unauthorized or improper installations and cha | | | cine rai, rectoration and repair of an |
| Following are a list of conditions which me | | ii alo occurry doposit. | |
| No additional costs or liabilities to the | | | |
| Materials cannot be mounted to inter | | | |
| 2. Materiais carriot be mounted to inter | IOI WOOD WOIK. | | |

Johnson & Hellekson Real Estate, LLC

- 3. Installation may not interfere with any other apartment or common area.
- 4. No holes shall be placed or drilled in roof, building, patio or deck.
- 5. A pole mounted dish must have the location approved prior to installation; wires cannot hang from building or be draped for any distance.
- 6. Pole installation may not interfere with any other apartment or common area.
- 7. Notify the professional installer of the above information prior to any installation.
- 8. No dish or wiring shall be installed in any common area.

| X | X | Tenant is no | ot authorized to |
|--|--------------------------|--|-----------------------|
| have a pet on the Premises at any time without the | Landlord's prior wr | itten consent. In the event a pet enters the Pre | emises at any time, |
| Tenant shall be responsible for all costs to replace | or repair damaged | or soiled carpets (removal of urine and feces, s | stains and odor) |
| and all costs for pest extermination (i.e. fleas). Ter | nant shall be respon | nsible for reimbursing Landlord promptly upon r | receipt of notice of |
| said charges. Failure to reimburse Landlord promp | | | |
| from the security deposit. Nothing herein shall be of | • | • | 9 |
| Landlord's prior written consent. Tenant has pets | | | |
| <u> </u> | (· out, · dog/po. t | unuanian i | io pole |
| X | X | | been made aware |
| that Patios and Balconies are to be kept in a clean | | | |
| containers, bicycles, motorcycles, tires, or furniture | | | |
| or Patio at any time. In no event may grills be store | | rea; they must be stored on your private patio | when not in use. |
| When in use they must be kept 10' from the buildin | g. | | |
| X | X | Tenant is re | esponsible <u>for</u> |
| snow removal, lawn care and weed removal to t | | oremises Said snow removal lawn care and w | weed removal shall |
| be done in a timely manner and in a fashion as to p | romote the curb ar | oneal of the rented premises. Failure to adequa | ately maintain |
| these items is a breach of this lease. Landlord may | · | | • |
| weed removal. If this becomes necessary Tenant w | | | |
| | | | |
| Landlord, Landlord may deduct these amounts from | | | |
| amount of time, Tenant will make arrangements to | check on the unit, i | of lawn care, snow removal and have vehicle i | noved for snow |
| plowing as needed. | | | |
| V | X | (if applicable | a)Tanant agrasa |
| X | | | le)Tenant agrees |
| that Tenant is responsible for routine maintenance | | | |
| the gutters, operation of a dehumidifier in the basel | | | |
| preventative measures needed to preserve the pro | | | |
| sustained to the leased premises for my failure to p | properly take these | and similar preventative measures. Said amou | int may be |
| deducted from the security deposit. | | | |
| | | | |
| X | X | | esponsible for |
| rental of water softener and maintaining appropriate | e levels of softener | salt. Failure to do so may result in damage to p | plumbing fixtures |
| and equipment and Tenant may be held liable for d | | | |
| properties with a water softener. | · · | , | •• |
| | | | |
| X | Χ | Tenant agre | ees and |
| understands that the Landlord strongly recommend | | | |
| hazard, it can also cause damage to the property. | | | • |
| for the cost of painting or eliminating excessive sme | | | |
| (Please be aware that smoke from candles can cau | | | |
| 1. 10000 DO AMAIO CIAL OMONO HOM OMINIOS OMITOM | 200 digitilioditi dallic | ago, cala amount shall be deducted nom the | coounty doposit. |
| X | Χ | Tenant has | been made aware |
| Xthat <u>no</u> painting on any surface is permitted. | | Totalit Had | 2001 mado analo |
| and no painting on any dandoo to pointitiod. | | | |

| X | X | Tenant has been made aware |
|---|--|---------------------------------|
| that if keys to an apartment are lost, misplaced, or stolen, must be changed as a result of the keys being lost, misplaced, or stolen, misplaced as a result of the keys being lost, misplaced as a result of the keys being lost, misplaced as a result of the keys being lost, misplaced as a result of the keys being lost, misplaced as a result of the keys being lost, misplaced, or stolen, must be changed as a result of the keys being lost, misplaced, or stolen, must be changed as a result of the keys being lost, misplaced. | aced, or stolen, Tenant will incur all costs and n | |
| company upon installation of new locks. Said amount may | y be deducted from the security deposit. | |
| Xthat the cost to repair damage to the apartment or home, | | Tenant has been made aware |
| deducted from Tenants Security Deposit. In the event the | | |
| preventative measures to preserve food, such as using a | cooler until the appliance can be repaired or re | placed. Landlord is not |
| responsible for spoiled food. | | |
| X | Y | Tenant agrees and |
| understands that Tenants may not make repairs to motor | vehicles parked on the premises. Tenants may | |
| storage of inoperable vehicles, i.e. vehicles with flat tires, | | |
| that are not properly tagged and registered. Tenants may | | |
| motor vehicles per unit. The Garage is for must be parked in the garage. Tenant is prohibited from | r 1 vehicle and cannot be used for the sole p | |
| driveways, areas which block access to rubbish container | | |
| tenant obstruct or interfere with the ingress and egress of | | |
| Damage resulting from tenant or tenants' guests park | | |
| moving vans during the tenant's move-in or move-out | | |
| requests made by management to facilitate snow remova result in the vehicles in violation being ticketed and towed | | |
| Management as a result of Tenant's failure to follow these | | • |
| | | • • |
| X | X | Tenant agrees to take |
| reasonable care of the unit. Reasonable care includes, bu closed in the winter months to prevent pipes from freezing | | |
| maintenance in a timely manner if water from the shower, | | |
| mats on vinyl flooring is not allowed. The failure of tenant | | |
| to be held responsible for damages. Said amount may be | | |
| a. Pursuant to the State Statue 704.07 (3) Tenant is | s responsible for pest intestation(s) caused by t | heir actions or inactions. (i.e |
| Bed bugs, fleas, roaches etc.) | | |
| X | Χ | Tenant has been made aware |
| that Tenant is responsible for the cost to repair/replace br | oken screens and windows when damage is ca | aused by the acts of Tenant, |
| Tenant's guests or tenant's invitees. Said amount may be | deducted from the security deposit. | |
| X | X | Tenant agrees and promises |
| Xto be liable for all acts of negligence or breaches of this a | greement by Tenant and Tenant's guests and in | nvitees. |
| | | |
| X to comply with all recycling requirements. Non-compliance | Χ | Tenant agrees and promises |
| to comply with all recycling requirements. Non-compliant Any unpaid fines at the time of vacating may be deducted | | |
| Landlord. | from the security deposit. The amount of any | lines will be determined by the |
| | | |
| Xwishes to dispose of any large items; it is the responsibilit | X | . Tenant understands if Tenant |
| | | |
| ordinances and laws, to dispose of such items. Any chargitems the cost will be the responsibility of the Tenant and | | railure to properly dispose of |
| nome the cost will be the responsibility of the reliable and | may be deducted from the security deposit. | |

| Χ | X | Tenant agrees and |
|---|---|---|
| understands that if a request is made refundable fee, per person, in the am | e to change the current lease to add or remonount of \$75.00, regardless of whether there | Tenant agrees and ove persons to or from the lease, there is a none is approval of such request. |
| X | XX | Tenant agrees to furnish to nal insureds, prior to moving into the premises. Said |
| policy shall cover the term of the orig | inal lease and any extension thereafter. | nai insureus, prior to moving into the premises. Salu |
| X | X | Tenant agrees and |
| | lying cause was a dirty filter, the Tenant | it if Tenant has direct access to the furnace. If a may be held liable for those charges. Said amounts |
| X | X | Tenant agrees and |
| understands that bird feeders and bir | d houses are not permitted on the Premise | SS. |
| X | XX | Tenant agrees and their bank will be charged a \$35.00 service fee, plus |
| late fees. Tenant pays rent online Ep | | e is a service charge from the third-party processing |
| X | X | Tenant agrees and |
| other elements of damage, all reasor premises, including agent compensa Landlord will not attempt to re-rent th | nable expenses of listing and advertising incition. Tenant acknowledges written notice w | te, Tenant will be held responsible for rent, utilities, curred in re-renting and attempting to re-rent the vith a specific move out date is required and that te is provided in writing. Landlord make no promises ease. |
| | | |
| | | |

JOHNSON & HELLEKSON REAL ESTATE, LLC

Rules & Regulations

Every effort has been made and will continue to be made to make your residency pleasant and comfortable. Your cooperation and support as a resident is of utmost importance. Your observance of the following rules and attention to the following comments will help everyone to maintain a high and enjoyable standard of living. The rules and regulations are for the comfort and convenience of all tenants and are necessary to ensure the proper use and care of the property. The landlord will not tolerate activities that disturb other tenants or damage the property. The rules and regulations will be enforced strictly without exception.

- 1. Tenant may not use apartment or any part of the building or grounds for the purpose of conducting a business. (daycare facility, etc.) The unit is for residential purposes only and shall not be used for any unlawful purpose or commercial activity.
- 2. Tenant is prohibited from using any portion of the basement or attic as a living guarters including, but not limited to, for sleeping.
- 3. No pets are to be kept in or about the premises. No pets are allowed to "visit" the apartment or to be on or about the premises even on a temporary basis. Guests and tenants are not allowed to have pets of ANY kind in or about the premise at any time, unless agreed upon by Landlord in writing.
- 4. Clothing, rugs, mops, and other articles shall not be hung from clotheslines, railings, balconies, or from windows.
- 5. Appropriate window coverings such as curtains, blinds, and shades are to be used on the windows. No blankets, sheets, rugs, towels, etc. are to be used for window coverings.
- 6. Any and all repairs needed in tenant's apartment are to be promptly reported to the management company. Tenants are not to make repairs on their own.
- 7. When a Tenant asks that repairs be made inside of his/her apartment, Tenant understands that he/she is now giving management permission to enter their apartment. As a result, a 12-hour notice is not required from management prior to entering the apartment in order to make the repairs.
- 8. Tenant may not store or keep any items on the grass or common areas; this includes bicycles, picnic tables, swimming pools, toys, swing sets, lawn chairs, trampolines etc.
- Tenant may only store personal property Tenant owns, and may not store property claimed by another or in which another has any right, title or interest. Tenant will keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common or parking areas. (except private garages)
- 10. Tenant shall not do or permit anything to be done in the premises, or bring or keep anything therein, that shall in any way increase the rate of fire insurance on the leased premises (e.g. live Christmas tree), or bring or keep anything therein that will interfere with the rights of other Tenants or in any way injure or annoy them or conflict with the laws relating to fires, or with the regulations of the fire department or with any insurance policy on the building or any part thereof, or the rules and ordinances of the Board of Health. Tenant will not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord will not be liable for loss of or damage to, such stored items.
- 11. Landlord does not insure Tenant's personal possessions. Landlord strongly recommends Tenant purchase renter's insurance. The Landlord and Management Company will not be held responsible or liable for damages caused to Tenant's personal property under any circumstance. Water beds, satellite dishes, cooking grills, etc. are not permitted without Management's written consent.
- 12. Tenants are expected and agree to cooperate and help in keeping the common areas clean orderly, free of debris and in a general state of good repair. This includes the basement, hallways and exterior of the property.

- 13. Tenant agrees to notify **(WE Energies 800-242-9137)** to switch the utility accounts into his/her name prior to move-in. Local utilities may bill for other fees and charges on their billing statements which Tenant is responsible to pay. Beginning March 1, 2019, only the primary account holder will be able to start or stop service at their location. Landlords and Property Managers will no longer be able to request these services for Tenants. Tenants are responsible for utilities for the entire lease term. <u>EVEN IF YOU MOVE OUT BEFORE THE END OF YOUR LEASE</u>.
- 14. Tenant agrees to notify the management company with any changes in contact information to the Landlord.
- 15. Tenant agrees to return check-in form to the management company within (7) seven days from the date of occupancy.
- 16. Tenant understands that Security Deposit may not be used for payment of rent without prior written consent of Landlord.
- 17. Tenant shall not assign or sublet the property, or any part of the property, without prior written consent of Landlord. This prohibition includes, but not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, Homeaway or VRBO.
- 18. Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall use the proper wattage of bulb for the fixture.
- 19. Tenant is responsible for changing the furnace filter in their unit if Tenant has direct access to the furnace filter.
- 20. Neither garbage nor recyclable materials shall be kept on the porch, common areas, or grounds. Tenant agrees to comply with any and all laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials.
- 21. Tenant will not loiter, congregate, or play in common areas of the building, including but not limited to the hallways, stairways, basement, garages, storage areas, and driveways.
- 22. Tenant will not make or permit noises, odors, or other acts that will disturb the right or comfort of other tenants and/or neighbors. Tenant agrees to keep the volume of any radio, stereo, television, computer, musical instrument, or any other device at a level that will not disturb other tenants or neighbors.

TENANT(S) HEREBY ACKNOWLEDGES THAT HE/SHE HAS FULLY READ, UNDERSTANDS, AGREES, AND WILL ABIDE BY THE RULES AND REGULATIONS SET FORTH HEREIN. A violation of the above rules and regulations shall constitute a material violation of Tenant's Rental Agreement and is cause for termination of tenancy and eviction of Tenant.

| Tenant: | D | ate: |
|------------------------|---|------|
| Name: typed | | |
| Tenant: Name: typed | D | ate: |

LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

- MOISTURE ACCUMULATION: Tenant shall remove any moisture accumulation in or on the Leased Premises, including on walls, windows, floors and ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Lease Premises at reasonable levels.
- **2) APARTMENT CLEANLINESS:** Tenant shall clean and dust the Leased Premises regularly, and shall keep the Lease Premises, particularly the kitchen and bath, clean.
- 3) NOTIFICATION OF MANAGEMENT: Tenant shall promptly notify management, in writing, of the presence of the following conditions:
 - **A.** A water leak, excessive moisture, or standing water inside the Lease Premises;
 - **B.** A water leak, excessive moisture, or standing water in any community common areas;
 - **C.** Mold growth in or on the Leased Premises that persists after Resident has tried to remove it with household cleaning solution such as Lysol, Pine Sol disinfectants, Tilex Mildew Remover, Clorox, or any combination of water and bleach;
 - **D.** A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.
- 4) LIABILITY: Tenant shall be held liable to Landlord for damages sustained to the Leased Premises, common areas or to the Tenants person or property as a result of Tenant's failure to comply with the terms of this Addendum.
- 5) VIOLATION OF ADDENDUM: Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

ADDENDUM SUPERSEDES LEASE: In case of a conflict between the provisions of the Addendum and any other

| | provisions of the Lease, the provisions of the Adde into the Lease executed or renewed on | ndum shall govern. This Lease Add (date) between Landlord | • |
|---------|---|--|---|
| Tenant: | od . | Date: | |
| | | | |
| Tenant: | | Date: | |

6)

Name: typed

Johnson & Hellekson Real Estate, LLC Privacy Policy

What this Privacy Policy Covers

*This Privacy Policy covers Johnson & Hellekson Real Estate, LLC ("we/our/us") treatment of non public personally identifiable information that we collect when you, the "customer" or "consumer", apply to rent a residence or commercial space from us. This policy also covers treatment of any nonpublic personally identifiable information that our business partners share with us.

*This policy does not apply to the practices of non-affiliates of Johnson & Hellekson Real Estate, LLC.

Information Collection and Use

- *We collect nonpublic personal information about you from the following sources:
 - -information we receive from you on applications or other forms;
 - -information about your transactions with us, our affiliates, or others: and
 - -information we receive from a consumer reporting agency.

Information Sharing Disclosure

*We do not disclose any non public personal information about our customers or former customers to anyone except as permitted by law.

Confidentiality and Security

*We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

| Please Privacy Pol | • | indicating | you have | read and | are | aware | of the | JOHNSON | & HEL | LEKSON | REAL | ESTATE | E, LL(|
|-----------------------|---|------------|----------|----------|-----|-------|--------|---------|-------|--------|------|--------|--------|
| X | | | | | | Date_ | | | | | | | |
| | | | | | | | | | | | | | |
| Υ | | | | | | Data | | | | | | | |



Investment Real Estate – Property Management www.jhrellc.com

Utility Release Authorization Form

NOTE: This release form authorizes Johnson & Hellekson Real Estate, LLC to obtain customer information on your utility account. This includes any Electric, Gas or Water Utility in your name for the referenced service address.

Johnson & Hellekson Real Estate, LLC may obtain the following information on my utility account:

- Receive account information, Payments, Balances, Delinquencies, Payment Arrangements, Billed information and Forwarding Address.
- I authorize Johnson & Hellekson Real Estate, LLC to set up the utility account into my name if I neglect to do so at lease agreement start date or at any time during my lease term.

| Service Address: _ | |
|--------------------|-------|
| | |
| Tenant Signature: | Date: |
| Tenant Name: | |
| Phone number: | |
| | |
| Tenant Signature: | Date: |
| Tenant Name: | |
| Phone number: | |

Johnson & Hellekson Real Estate, LLC - 200 East Main Street - Watertown, WI 53094
Phone - 920-261-6311 Fax -920-261-1180

CLEANING INSTRUCTIONS Upon Move Out

ITEM:

| KITCHEN: Stove- Clean thoroughly inside and out. Refrigerator- Defrost. Clean thoroughly and set on lowest temperature setting. Cupboards- Wipe out inside and outside. Sink- Clean thoroughly. Floor- Wash and wipe clean. Countertops- Wipe clean. |
|---|
| BATHROOM: Toilet- Clean thoroughly. Sink- Clean thoroughly. Tub & Shower walls- Clean thoroughly. Cabinet- Wipe inside and outside. Floor- Wash and wipe clean. |
| MISCELLANEOUS: Clean both inside and outside of all windows (second story or higher; inside only) Vacuum all carpeting Remove all tape from walls, do not patch holes Remove all debris from closets and vacuum/wipe shelves Wipe clean all light fixtures, all must have working bulbs Remove all debris from unit (no furniture, electronics, mattresses/box springs etc. can be put inside or outside of dumpsters) Tenant is responsible for the removal of these items. Remove lint from dryer |
| BASEMENT/STORAGE LOCKER/GARAGE: Remove all debris and sweep clean. |
| NOTE: When cleaning, do not use abrasive cleaners. These types of cleaners may scratch or damage surfaces and the cost of the damage will be deducted from your deposit. Any deductions from the security deposit must be determined by the amount of damages. The actual amount of the deduction will depend on time and materials needed to prepare the premises for renting. Items left behind will be considered abandoned and disposed of as provided for in Wisconsin law. |
| Landlord will conduct a move out inspection of the Tenant's apartment within a reasonable time from receiving notice that the keys have been surrendered and the apartment has been vacated. However, the move out inspection will not be conducted in the presence of the Tenant. It is imperative upon move-in that Tenant fill out and return the required check-in form to the management company within (7) seven days of the date of occupancy or the start of the lease, whichever occurs first. |
| TENANT DATE |
| |

DATE_____

TENANT_____

DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the 2 following disclosure statement:

3 DISCLOSURE TO CUSTOMERS You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent 4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A 5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is 6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the 7 customer, the following duties:

8 (a) The duty to provide brokerage services to you fairly and honestly.

9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

- 10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- 12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law (see lines 57-66).
- 14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your confidential information or the confidential information of other parties (see lines 24-40).

16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.

17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, 20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home 21 inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-23 language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

24 CONFIDENTIALITY NOTICE TO CUSTOMERS] The Firm and its Agents will keep confidential any information given to the 25 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person 26 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to 27 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the 28 Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

- 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 57-66).
- 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

33 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may 34 list that information below (see lines 36-40). At a later time, you may also provide the Firm or its Agents with other 35 Information you consider to be confidential.

| 36 CONFIDENTIAL INFORMATION: | o following informat | | |
|--|--|--|--|
| 41 By signing and dating below I /we ackno | • . | • • | |
| 4243 Agent's Name ▲ | and | Johnson & Hellekson Re | al Estate, LLC are |
| 43 Agent's Name ▲ | | Firm's Name | • ▲ |
| 44 working as: (Owner's/Listing Broker's Ag | jent) (Buyer's/Ter | ant's Agent or Buyer's Brol | ker's Agent) STRIKE ONE |
| 45 THIS IS A DISCLOSURE AND NOT A 646 signed acknowledgment that the custor 47 will provide brokerage services relate 48 containing one to four dwelling units. 49 ANY CONTRACTUAL OBLIGATIONS BY 50 See the reverse side for definitions and second services. | mer has received ed to real estate SIGNING THIS FO EITHER THE CUS | I a copy of this written dis- primarily intended for us DRM TO ACKNOWLEDGE F TOMER OR THE FIRM. | closure statement if the Firm se as a residential property |
| 51 52 Customer Signature ▲ | Date ▲ | Customer Signature A | Date A |
| 53 Customer's Name: | | Customer's Name: | |
| No representation is made as to the legal validity of an Copyright © 2016 by Wisconsin REALTORS® Associa | ny provision or the adeq ation | | ransaction. fted by Attorney Debra Peterson Conrad |
| Johnson & Hellekson, 200 E Main St Ste 100 Watertown, WI 53094 | th sinting the sint only 1 | Phone: (920)261-6311 | Fax: (920)261-1180 Broker Disclosure |

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30 31

32

54 NOTICE ABOUT SEX OFFENDER REGISTRY

55 You may obtain information about the sex offender registry and persons registered with the registry by contacting the 56 Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at 608-240-5830.

57 DEFINITION OF MATERIAL ADVERSE FACTS

A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such 59 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable 60 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction 61 or affects or would affect the party's decision about the terms of such a contract or agreement.

61 or affects or would affect the party's decision about the terms of such a contract or agreement.
62 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee 63 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural 64 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information 65 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a 66 contract or agreement made concerning the transaction.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Broker Disclosure