

BASCO Development, LLC

201 Air Park Drive • Watertown, WI 53094
(920) 253-2206

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RESIDENTIAL RENTAL AGREEMENT

1.1 PARTIES, PREMISES, AND RENT

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

LANDLORD: <<Property Name>>

Name, address and contact information for rent payments: <<Site Manager>> <<Site Manager Phone Number>>

Leasing Office Address

Property E-mail

Name and contact information for maintenance/management issues: <<Site Manager>> <<Site Manager Phone Number>>

Leasing Office Address

Property E-mail

Name of agent for service of process: <<Site Manager>>

Address for service of process: Leasing Office Address

TENANT: Number of occupants: (not to exceed 2 individuals/bedroom)

Names of Tenants: <<Tenants (Financially Responsible)>>

Names of other occupants (minor children, etc.): <<Other Occupant(s)>>

CO-SIGNER: Guarantor Name

Residing Co-Signer: YES or NO *see Residential Lease Guarantee.

EMERGENCY CONTACT: <<Emergency Contact(s)>>

PREMISES: <<Unit Address>>

INCLUDED FURNISHINGS:

Refrigerator	<input type="checkbox"/>	OTR Microwave	<input type="checkbox"/>
Range/Oven	<input type="checkbox"/>	Washer	<input type="checkbox"/>
Dryer	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	A/C	<input type="checkbox"/>
Water Heater	<input type="checkbox"/>	Fireplace	<input type="checkbox"/>

RENT: Rent of <<Monthly Rent>> for the premises is due on the 1st day each month. If rent is not received by the 5th day of the

month when due, Tenant shall pay a \$50.00 late fee to the Landlord. Landlord will not accept any cash payments. All payments to the Landlord for any charge must be made by AppFolio on-line payment options or personal check, cashier check, money order. If Tenant elects to pay rent with a check, Tenant agrees to pay a \$20.00 processing and handling fee in addition to the monthly rent amount. All Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement and under Wisconsin law. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. All late fees, security deposits, utility charges, or any other monetary amounts set forth in this Agreement are to be considered part of "rent".

1.2 TERM

<<Lease Term>>, beginning on <<Lease Start Date>> and ending on <<Lease End Date>>.

In the event this Agreement is for a specific term, this Agreement, together with any attachments hereto shall automatically renew at the end of the then current term for twelve (12) months unless either party delivers a sixty (60) day written notice to the other party indicating their desire to not renew, effective only as of the last day of the month.

Month-to-month tenants are required to give a 60-day written notice effective only as of the last day of the month; provided, however, Tenant shall not vacate during the months of December, January, February and March. Subject to Landlord's duty to mitigate, Tenant shall pay Landlord's costs incurred as a result of Tenant vacating during said months including utilities relating to the Premises.

1.3 SECURITY DEPOSIT

SECURITY DEPOSIT HELD: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of <<Security Deposit Charges>> to be held by <<Property Name>>.

Tenant may not use the security deposit as payment of the last month's rent. Tenant may request a list of damages charged against the prior Tenant's security deposit within seven (7) days from the date Tenant commences occupancy. Landlord shall provide such list upon the later of: (i) thirty days of Tenant's request; or (ii) seven (7) days after the Landlord notifies the prior tenant of the security deposit deduction. No deduction may be made for damage charged against the prior tenant's security deposit unless repaired by Landlord.

SECURITY DEPOSIT REFUND: Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address, or transmitted electronically if authorized by Tenant below, within 21 days of the occurrence of an event set forth in Wis. Stat. §704.28(4). Landlord will provide a written statement accounting for all amounts legally withheld. The reasonable costs of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit, together with such other deductions permitted under Wis. Stat. §704.28.

1.4 UTILITIES

UTILITIES: Check if paid by the Landlord (included in the rent) or Tenant (paid separately in addition to the rent):

	Landlord	Tenant		Landlord	Tenant
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input type="checkbox"/>	<input type="checkbox"/>	Heat	<input type="checkbox"/>	<input type="checkbox"/>
Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Trash	<input type="checkbox"/>	<input type="checkbox"/>
TV/Internet	<input type="checkbox"/>	<input type="checkbox"/>			

Tenant is responsible for all utility charges as indicated above, which utilities shall be paid promptly. For any utilities billed to Tenant by Landlord, payment is due within fifteen (15) days of the billing date. If payment is not received within thirty (30) days of the billing date, Tenant shall pay a \$50.00 late fee to the Landlord. Tenant shall promptly pay all utilities billed to Tenant by a third-party utility provider directly to such utility provider. To the extent any delinquent balance owed to a third-party utility provider is assessed against Landlord, applied to Landlord's property tax bill, and/or otherwise results in costs to Landlord, Tenant shall immediately reimburse Landlord for such assessments and costs, together with a (10%) administrative processing fee on such assessments and costs.

Upon vacating the Premises, Tenant shall deliver to Landlord receipts evidencing payment in full of all final utility bills in Tenant's name. If Tenant fails to deliver all such receipts, Landlord may, at its option, contact the utility provider, obtain the balance, and pay the amount due. Tenant shall reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$25.00 for each utility provider Landlord must contact to obtain the balance and pay the amount due.

1.5 PROMISE TO REPAIR

Any promise by Landlord to repair, clean, or improve the Premises shall include a date of completion, and is stated in the Special Provisions or a separate addendum attached to this Agreement if the promise was made before the execution of this Agreement. Time is of the essence with respect to the completion of such repairs, cleaning, or improvements, except with respect to delays beyond Landlord's control. Landlord shall notify Tenant of such delays and state a new estimated completion date.

1.6 NON-LIABILITY OF LANDLORD

Except in the event of Landlord's neglect acts or omissions of willful misconduct, Landlord shall not be liable for any injury, loss, or damage sustained by Tenant or other persons arising from: (i) theft, burglary, other criminal acts committed by a third-party; (ii) delay or interruption in any service from any cause whatsoever; (iii) fire, water, rain, frost, snow, gas, steam, odors, or fumes from any source whatsoever; (iv) bursting or leaking pipes or appurtenances or the back up of sewer drains or pipes; (v) insect infestations; (vi) disrepair or malfunction of the Premises, common areas, appliances, or other equipment unless Landlord was provided with prior written notice of the problem by Tenant; or (vii) any accidents or other events occurring on or about the property. Tenant holds Landlord harmless from any liability resulting from Tenant's negligent acts or omissions or willful misconduct, and that of Tenant's occupants, guests, invitees. Notwithstanding the foregoing, nothing in this Agreement should be construed to relieve Landlord from any liability resulting from Landlord's negligent acts

or omissions or willful misconduct, or to impose liability on Tenant for personal injury arising from causes clearly beyond Tenant's control, or property damage caused by natural disasters or by persons other than Tenant or the Tenant's guests or invitees.

1.7 TENANT INSURANCE

Tenant agrees to purchase and maintain renter's insurance throughout the term of this Agreement with minimum liability limits of \$100,000.00. Tenant shall deliver a certificate of insurance evidencing such coverage to Landlord on the date Tenant commences occupancy. Evidence of continuing coverage must also be presented to the Landlord for all subsequent renewal terms.

1.8 MAINTENANCE

Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under the Landlord's control in good condition and repair. All requests by Tenant for non-emergency maintenance services by Landlord must be in writing and identify reasonable time periods during which Landlord is authorized to enter to perform maintenance. Tenant shall maintain the Premises in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord, excepting normal wear and tear. Tenant is responsible for minor repairs including, but not limited to, replacement of batteries, light bulbs, etc. Tenant shall not, unless permitted in the Rules and Regulations or with specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's liens to attach to the Premises, commit waste to the Premises or the property of which it is a part or attach or display anything which subsequently affects the exterior appearance of the Premises or the property of which it is a part. Landlord shall keep the heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located. Nothing in this Agreement should be construed to relieve Landlord from any liability resulting from Landlord's negligent acts or omissions or willful misconduct, or to impose liability on Tenant for personal injury arising from causes clearly beyond Tenant's control, or property damage caused by natural disasters or by persons other than the Tenant or the Tenant's guests or invitees.

Tenant acknowledges that Landlord has installed fully-operational smoke and carbon monoxide detectors in the Premises and in any common areas as required by law. Landlord shall be responsible for maintaining and testing all smoke and carbon monoxide detectors in common areas. Tenant shall be responsible for maintaining and testing all smoke and carbon monoxide detectors within the Premises, including battery replacement, and shall give Landlord written notice if a smoke or carbon monoxide detector is not functional.

Tenant agrees that existing locks and latches are safe and acceptable subject to Landlord's duty to make needed repairs upon written request. In the event Tenant is locked out of the building or Premises after business hours, Tenant shall pay a \$100.00 cash charge to the person who allows them to gain entry into the building or Premises, payable at the time of entry. Landlord shall have no other duty to furnish guards, lock, etc., except as required by statute. Tenant acknowledges that the security measures taken by the Landlord are not a guarantee against criminal acts or a reduction in the risk of crime.

1.9 CODE VIOLATIONS AND ADVERSE CONDITIONS

Landlord has no actual knowledge of any building or housing code violations that affect the Premises, or a common area associated with the Premises, which present a significant threat to the Tenant's health or safety, and has not been corrected, unless disclosed by Landlord before entering into this Contract and before accepting any earnest money or security deposit and stated in Special Provisions or an attachment to this Agreement. Any conditions adversely affecting habitability of the Premises such as 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 during all seasons of the year), no electricity, electrical wiring or components not in safe operating condition, or structural or other condition substantially hazardous to health or safety, were disclosed by Landlord before entering into this Agreement and before accepting any earnest money or security deposit and are listed in Special Provisions or an attachment to this Agreement. Tenant agrees to close all windows and doors during the heating season, and to not turn the thermostat above 73°F. If Tenant is to provide heat, Tenant is responsible for all damages caused by inadequate heat. Thermostats must be kept above freezing or at least 65°F during the winter months. Nothing in this Agreement should be construed to waive any statutory or other legal obligations on the part of Landlord to deliver the Premises in a fit or habitable condition, or to maintain the Premises during the Tenant's tenancy.

1.10 USE

Tenant shall use the Premises for residential purposes only. Tenant shall not make or knowingly permit use of the Premises for any unlawful purposes, engage in activities which unduly disturb neighbors of, or other tenants in the building in which the Premises are located. Notwithstanding the foregoing, nothing in this Agreement authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime on or about the Premises if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. §950.02(4), of that crime. The designated time frame for household chores and activities (dishes, vacuuming, laundry, etc.) is between the hours of 8:00 a.m. to 8:00 p.m. daily. Tenant shall not use, or keep in or about the Premises anything which would adversely affect the coverage under a standard fire and extended insurance policy. Tenant acknowledges no rummage sales, garage sales or auto sales are permitted in the complex. Tenant agrees to put no more than 10 nails in any one room's wall and never any nails or screws put into any woodwork, doors, trim or siding, and no over-sized screws. Tenant agrees that all requests for satellite dish installation must be approved by management prior to installation and must meet Landlord specifications and a Satellite Addendum must be signed before installation.

1.11 LEAD-BASED PAINT

In the event the Premises are within a "target property" constructed before 1978, Tenant acknowledges that (i) Landlord has provided to the Tenant and (ii) Tenant has read and understand the Lead Based Paint (LBP) Disclosure and the pamphlet entitled "Protect Your Family from Lead in Your Home". Tenant agrees to follow the practices recommended in the pamphlet and shall immediately notify Landlord in writing if Tenant or Tenant's guest or invitees observes any conditions indicating a potential LBP hazard, as described in the pamphlet. Tenant, Tenant's guest and invitees are prohibited from disturbing paint and performing LBP activities on

the Premises without proper licensing and/or certification.

1.12 GUESTS

Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other tenants, and if the number of guests is not excessive for the size of the Premises. Only persons listed on this Agreement shall be considered a Tenant. No guests may remain for more than two (2) weeks without written consent of Landlord. Guest occupancy after a 2-week period shall accrue and Tenant shall pay additional rent of \$25.00 per day payable to Landlord each Monday unless said guest makes application for tenancy and signs a lease. Notwithstanding the foregoing, the presence of the guest for more than two (2) weeks is a material breach of this Agreement. Tenant shall be liable for all property damage, waste or neglect caused by the negligence or improper use of the Premises or building in which they are located, by Tenant or Tenant's guests and invitees.

1.13 ENTRY BY LANDLORD

Landlord may enter the Premises, with or without Tenant's consent, at reasonable times upon no less than twelve (12) hours advance notice to Tenant to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Advance notice may be given by email if authorized under Electronic Communications section of this lease. Landlord may enter without advance notice with Tenant's consent, or 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. Tenant shall not add or change locks without obtaining Landlord's written permission and immediately providing Landlord keys to permit access to the Premises. Landlord shall not add or change locks without obtaining Tenant's written permission unless the addition or change of locks is required under Wis. Stat. §704.16. Denying Landlord access shall be considered a material breach of this Agreement. In the event Tenant improperly denies Landlord access to the Premises, Tenant shall pay to Landlord a fee of \$50.00 per occurrence together with damages and costs incurred by Landlord as a result of such denial.

1.14 RULES AND REGULATIONS

Landlord may make reasonable Rules and Regulations governing the use and occupancy of the Premises and common areas. Tenant acknowledges receipt of the existing Rules and Regulations existing prior to signing this Agreement. Any failure by Tenant to comply with the Rules and Regulations and any amendment shall become effective no sooner than fourteen (14) days after the amendment is delivered to Tenant. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises. Any washer and dryer, storage area, parking space, yard, community room or pool (if applicable) and landscaped area, unless specifically leased to Tenant, are provided gratuitously, and may only be used as permitted and upon the terms and conditions of the Rules and Regulations.

No boats or swimmers are permitted in any pond or creeks located on the property containing the Premises. Any fishing in private ponds (if available) must be done following DNR regulations. No ice-skating or ice-fishing is allowed. No weapons or firearms are permitted in any common areas. No loud noises are permitted in any common areas. Gas/propane grills are to be stored in garages (subject to local fire code), and any solid fuel device such as a charcoal grill, smoker, pellet stove/grill are prohibited anywhere on the property which contains the Premises. Propane grills must be

used 15 feet away from the building/garage areas. Tenant agrees to follow all laws and regulations concerning recycling practices. Paper, commingled recyclables, and raw trash shall be placed in their respective containers. Garbage may not be left anywhere except in the designated trash area(s). In no event shall Tenant leave any trash bags or garbage on a deck, patio, garage, or in a hallway for any length of time. In addition, Tenant shall keep hallways and common areas free of all personal property, including shoes and toys. Major electronics, large furniture and tires may not be deposited in trash or recycling containers on the property containing the Premises. Tenant shall be responsible for disposal of such items off-site.

Smoking is not permitted in any building on the property containing the Premises; provided, however Tenants may smoke on balconies & patios with a fireproof ashtray. Disposal of smoking refuse must be done properly.

Tenant understands that exterior creeks and ponds are attractive to minors. Tenant is responsible for the safety and supervision of all minors residing in the Premises, as well as any visiting minors under Tenant's care, custody or control. Tenant agrees not to let any such minor be unsupervised nor allowed in or near the same. Landlord has the right to require all residing minors to apply for residency, after their 18th and no later than their 21st birthday, so that these individuals are added to this Agreement due to their transition to adulthood.

1.15 POSSESSION AND ABANDONMENT

Landlord shall provide a check-in sheet when Tenant commences occupancy of the Premises. Tenant has seven (7) days from the date Tenant commences occupancy to complete the check-in sheet and return it to Landlord. Tenant has had the the opportunity to inspect the Premises and has determined that it will fulfill Tenant's needs and acknowledges that the Premises is in good and satisfactory condition, except as noted in said check-in sheet. Should Tenant fail to return the check-in sheet to Landlord within the seven (7) day period, Tenant will be considered to have accepted the Premise without exceptions.

Tenant shall vacate the Premises and return all of Landlord's property, including keys to the Premises, resident keycards/fobs, mailbox keys, laundry room keys, and storage keys, garage door openers, A/C and fireplace remotes, and A/C covers, by noon on the expiration date of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and Wisconsin law. Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if Tenant vacates before the last day of tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord received the written notice that Tenant has vacated. If Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. In the event Tenant fails to timely vacate the Premises, Landlord shall be entitled to the damages set forth in Wis. Stat §704.27. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less actual costs of re-rental, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency as allowed by law.

Tenant shall return the Premises to Landlord in the same condition as it was received less normal wear and tear. Tenant shall

thoroughly clean the Premises and shall have the carpets professionally cleaned. Tenant acknowledges and agrees that a freshly painted apartment should not be re-painted for at least three (3) years. Tenant shall be responsible on a pro-rated basis in the event re-painting is required sooner. In addition, Tenant shall be responsible for any costs related to the replacement of burnt light bulbs (same type, size, and wattage), drip pans (same type, same color), replacement batteries for detectors necessary annually at time of inspection (same voltage), and batteries for remotes provided to Tenant under this Agreement. Damage due to smoke, candles, humidifier, etc. is considered above normal wear and tear.

Tenant acknowledges that burning anything in the Premises such as candles, oil lamps, cigarettes, cigars and other materials will leave a yellow or black soot-like substance that damages the carpets, walls, ceilings, window covering and fixtures in the Premises. Tenant agrees that damages from such soot-like substances shall be deemed Tenant damage, waste or neglect of the Premises beyond normal wear and tear. Tenant shall pay to Landlord all costs incurred by Landlord to repair damage from such soot-like substances, including, but not limited to, costs to clean, remove the soot-like substance, burns and odors, and repaint the Premises.

Upon vacating the Premises, Tenant agrees to complete Landlord's check-out sheet, which shall contain Tenant's signature, forwarding address and telephone number.

1.16 ABANDONED PROPERTY

If Tenant removes from or is evicted from the Premises and leaves personal property, Landlord may presume, in the absence of a written agreement between Landlord and Tenant to the contrary, that Tenant has abandoned the personal property, and may dispose of the abandoned personal property in any manner that Landlord, in its sole discretion, determines is appropriate. Landlord will not store any items of personal property that Tenant leaves behind when Tenant vacates or is evicted from the Premises. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for seven (7) days from the date on which Landlord discovers the property. After that time, Landlord may dispose of the 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 Landlord disposes of it. 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 to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means.

1.17 NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in Wis. Stat. §106.50(5m) (dm), a Tenant has a defense to an eviction action if the Tenant can prove that the Landlord knew, or should have known, the Tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the Tenant's invited guest, (b) A person who was the Tenant's invited guest, but the Tenant has done either of the following: (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 Wis. Stat. §704.16. If the Tenant has safety concerns, the Tenant should contact a local victim service provider or law enforcement agency.

(3) A Tenant is advised that this notice is only a summary of the Tenant's rights and the specific language of the statutes governs in all instances.

1.18 SEX OFFENDER REGISTRY

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

1.19 CRIMINAL ACTIVITY PROHIBITED

Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. §704.17(3m), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee engages in any of the following: (a) criminal activity that threatens the health and safety of, or right to peaceful enjoyment of the Premises by, other Tenants; (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises; (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord; (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime on or about the Premises if Tenant, or someone who lawfully resides with Tenant is a victim, as defined in Wis. Stat. §950.02(4), of that crime. It is not necessary that there has been an arrest or conviction for the criminal activity or drug-related criminal activity.

1.20 CRIME VICTIM PROTECTIONS

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

1.21 DEFAULTS AND REMEDIES

Tenant is responsible for any damage, waste, or neglect caused by Tenant, Tenant's household members, guests, or invitees. Tenant shall pay Landlord for any costs to repair or replace any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay estimated repair costs before work will begin. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the damage, waste, or neglect. Notwithstanding the foregoing, nothing in this Agreement should be construed to relieve Landlord from any liability resulting from Landlord's negligent acts or omissions or willful misconduct, or to impose liability on Tenant for personal injury arising from causes clearly beyond Tenant's control, or property damage caused by natural disasters or by persons other than Tenant or the Tenant's

guests or invitees.

Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain the Premises, and within one (1) year of such previous breach, Tenant breached the same or any other covenant or condition of this Agreement, this Agreement may be terminated if Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after giving the notice as provided in Wis. Stat. §704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stat. §704.16(3), §704.17(2)(c), and §704.17(3m). The language in this section shall apply to any lease for a specific term and does not apply to a month-to-month tenancy. If the Landlord commits a breach, Tenant has all rights and remedies as set forth under the law, including Wis. Stat. §704.07(4) and §704.45 and Wis. Admin. Code ATCP 134. Nothing in this section should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime on or about the Premises if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. §950.02(4), of that crime. Furthermore, nothing in this Agreement should be construed to allow Landlord to evict or exclude Tenant from the Premises other than by the judicial eviction procedures as set forth in Chapter 799 of the Wisconsin Statutes.

1.22 CONTROLLING LAW

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

1.23 PETS

No animals are permitted in or about the Premises, including pets owned by Tenant and/or guests or invitees visiting Tenant. In the event Tenant violates this provision, Tenant shall be responsible for all costs associated with any damage, cleaning, or remediation caused by the presence of such animal, including but not limited to carpet cleaning, odor removal, pest extermination, and any other repairs necessitated by the animal's presence in or about the Premises.

1.24 MISCELLANEOUS

TIME IS OF THE ESSENCE: Time is of the essence as to all dates and deadlines set in this Agreement or by law, unless otherwise provided in the Special Provisions. Parties failing to perform by a deadline will be in breach of this Agreement immediately upon the passage of the deadline.

NOTICES AND ELECTRONIC COMMUNICATIONS: No notice by Tenant shall be effective unless in writing. Landlord and Tenant agree to the use of electronic documents, email 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 to Landlord. Landlord and Tenant agree that Landlord may provide the following electronically: (1) a copy of this Lease and any related attachment or document; (2) the security deposit and any documents related to the accounting or disposition of the security deposit and refund; (3) any promise made by the Landlord prior to entering into this lease to clean, repair, or otherwise improve the Premises; and (4) an advance notice to enter the Premises to inspect the Premises, and make repairs, show the premises to prospective tenants or purchasers, or comply with applicable laws and regulations. Maintenance requests may be submitted by emails if an email address is given by Landlord. Default or eviction notices cannot be given electronically.

TENANT EMAIL(S): Tenant(s) & Co-signer(s) Email(s)

ASSIGNMENT: Tenant shall not assign this agreement or sublet the Premises or any part thereof without prior written consent of Landlord. Landlord's consent to an assignment or sublease, shall in no way relieve Tenant of Tenant's liability under this Agreement.

ENTIRE AGREEMENT: This Agreement, together with its attachments indicated below, contains the entire understanding among the parties and supersedes any prior understandings or agreements among them affecting the subject matter hereof. No changes, alterations, amendments, modifications, additions or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by all of the parties. In the event of a conflict between this Agreement and any attachment the attachment shall control. In the event either party discovers a clerical or scrivener's error in this Agreement or any attachment, that party may request in writing that the other party cooperate in correcting such error. The parties agree to respond to any such written request within ten (10) days of receipt and to execute any reasonable corrections.

INTERPRETATION: The section and paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." The word "or" in this Agreement is disjunctive but not necessarily exclusive. All words in this Agreement shall be construed to be of such gender or number as the circumstances require.

SEVERABILITY: If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to the extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties as contained herein, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

NON-WAIVER: Failure by Landlord to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of such terms and conditions.

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

1.25 ATTACHMENTS

ATTACHMENTS CHECKED BELOW ARE ATTACHED TO THIS CONTRACT AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT	CHECK	ATTACHMENT	CHECK
Guarantee/	<input type="checkbox"/>	Nonstandard Rental Provisions	<input type="checkbox"/>

Renewal/Assignment/Re-let			
Rules & Regulations	<input type="checkbox"/>	Promise to Repair	<input type="checkbox"/>
Smoke and Carbon Monoxide Detector Notice	<input type="checkbox"/>	Code Violations	<input type="checkbox"/>
Lead-Based Paint Disclosure & Pamphlet	<input type="checkbox"/>	Real Estate Agency Disclosure	<input type="checkbox"/>
Amendment	<input type="checkbox"/>	Utilities Addendum	<input type="checkbox"/>
Clubhouse & Pool Rules	<input type="checkbox"/>	Garage & Vehicle Addendum	<input type="checkbox"/>
Spectrum Addendum	<input type="checkbox"/>	Reasonable Accommodation Addendum	<input type="checkbox"/>

1.26 SPECIAL PROVISIONS

Special Provisions DO NOT USE UNLESS NECESSARY

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

X _____
Initial Here

2
NONSTANDARD RENTAL PROVISIONS ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

2.1 NONSTANDARD RENTAL PROVISIONS ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

LANDLORD: <<Property Name>>

TENANT: <<Tenants (Financially Responsible)>>
Guarantor Name

PREMISES: <<Unit Address>>

This Nonstandard rental Provisions Addendum is attached to and made part of the Residential Rental Agreement executed by Tenant. Terms of this Addendum that are preceded by an open box () are part of this Addendum ONLY if the box is marked such as with an "x" or "checkmark".

2.2 LATE RENT AND RENT PAYMENT

☐ If rent is not received by the 5th day of the month when due, Tenant shall pay a \$50.00 late fee to Landlord. If Tenant elects to pay rent with a check, Tenant Agrees to pay a \$20.00 processing and handling fee in addition to the monthly rent amount. The fees described herein may be deducted from Tenant's security deposit.

X _____
Initial Here

2.3 RETURNED PAYMENT(S)

☐ If any payment by Tenant is returned unpaid due to insufficient funds for any reason, Tenant shall pay a \$50.00 charge to Landlord, which charge(s) may be deducted from Tenant's security deposit.

X _____
Initial Here

2.4 VACATING PREMISES

☐ With respect to a month-to-month tenancy, but subject to Landlord's duty to mitigate, Tenant shall pay Landlord's costs incurred as a result of Tenant vacating during the months of December, January, February and March, including utilities, which costs may be deducted from Tenant's security deposit.

X _____
Initial Here

2.5 UTILITY FEE

☐ If a utility bill payment is not received by Landlord within thirty (30) days of the billing date, Tenant shall pay a \$50.00 late fee to Landlord, which late fee(s) may be deducted from Tenant's security deposit. To the extent any delinquent balance owed to a third-party utility provided is assessed against Landlord, applied to Landlord's property tax bill, and/or otherwise results in costs to Landlord, Tenant shall immediately reimburse Landlord for such assessments and costs, together with a ten percent (10%) administrative processing fee on such assessments and costs, which assessments, costs, and administrative processing fee may be deducted from Tenant's security deposit.

X _____
Initial Here

2.6 FINAL UTILITY BILLING SERVICE CHARGE

☐ If Tenant fails to deliver all receipts evidencing payment in full of all final utility bills in Tenant's name at the time Tenant

vacates the Premises, Landlord may, at its option, contact the utility provider, obtain the balance, and pay the amount due. Tenant shall reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$25.00 for each utility provider Landlord must contact to obtain the balance and pay the amount due, which reimbursements and service charges may be deducted from Tenant's security deposit.

X _____
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2.7 LOCK OUT CHARGE

☐ In the event Tenant is locked out of the building or Premises after business hours, Tenant shall pay a \$100.00 cash charge to the person who allows them to gain entry into the building or Premises, payable at the time of entry, which if unpaid may be deducted from Tenant's security deposit.

X _____
Initial Here

2.8 GUEST FEE

☐ In the event a Tenant guest remains for more than two (2) weeks without written consent of Landlord, Tenant shall pay additional rent of \$25.00 per day payable to Landlord each Monday, which additional rent if unpaid may be deducted from Tenant's security deposit.

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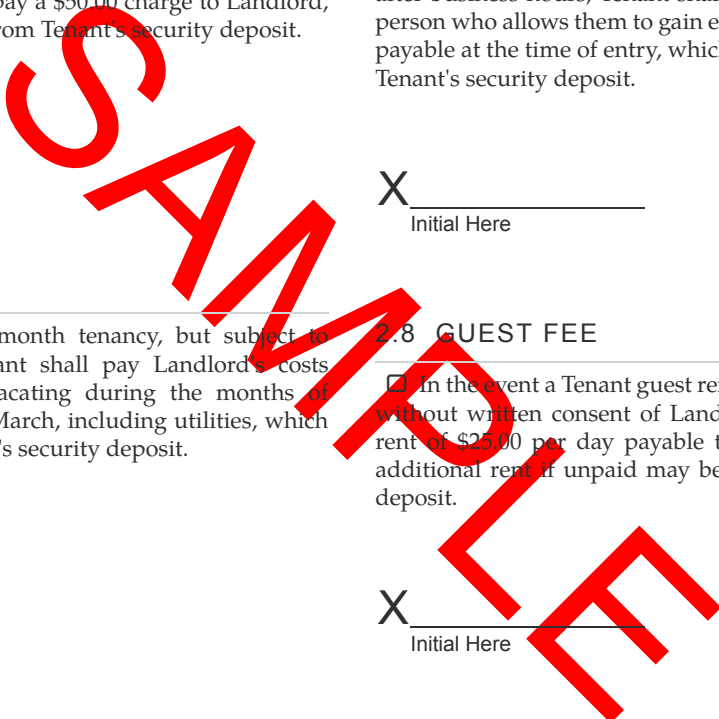
2.9 LANDLORD ACCESS TO PREMISES

☐ In the event Tenant improperly denies Landlord access to the Premises, Tenant shall pay to Landlord a fee of \$50.00 per occurrence together with damages and costs incurred by Landlord as a result of such denial, which fee(s), damages, and costs may be deducted from Tenant's security deposit.

X _____
Initial Here

2.10 RETURN OF LANDLORD PROPERTY

☐ Tenant shall pay Landlord's costs incurred as a result of Tenant failing to return Landlord's property, including keys to the Premises, resident keycards/fobs, mailbox keys, laundry room keys, and storage keys, garage door openers, A/C and fireplace remotes, and A/C covers, which costs may be deducted from Tenant's security deposit. Tenant acknowledges that Landlord's



costs may include but are not limited to adding or changing locks, re-keying, or providing replacement of Landlord's property.

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2.11 CARPET CLEANING & PAINTING COSTS

In the event Tenant fails to have the carpets of the Premises professionally cleaned, Tenant shall pay Landlord's costs incurred in completing the same and/or for repairing excessive flooring stains or damage, which costs may be deducted from Tenant's security deposit. In addition, Landlord may deduct from Tenant's security deposit any unpaid pro-rated repainting costs due from Tenant.

X _____
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2.12 REPLACEMENTS

Tenant shall pay Landlord's costs incurred to replace burnt light bulbs, drip pans, detector batteries, and remote batteries for which Tenant is responsible, which costs may be deducted from Tenant's security deposit.

X _____
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2.13 REPAIR COSTS FOR SOOTING

Tenant shall pay Landlord's costs incurred to repair damage from burning anything in the Premises such as candles, oil lamps, cigarettes, cigars and other materials, which costs may be deducted from Tenant's security deposit.

X _____
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2.14 COST FOR ANIMAL DAMAGE

Tenant shall pay Landlord's costs associated with any damage, cleaning, or remediation caused by the presence of an animal in or about the Premises, which costs may be deducted from Tenant's security deposit.

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Initial Here

2.15 DESIGNATED MOWING AREA

Tenant shall be responsible for mowing the lawn at 609 & 611 Monroe Street Beaver Dam, WI 53916 at regular intervals reasonably determined by Landlord or as required by law or municipal ordinance. If Tenant fails to comply with this provision, Tenant shall be responsible for the actual costs incurred by Landlord to complete the same, including any fines imposed and collected by a municipality, which costs may be deducted from Tenant's security deposit.

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2.16 DESIGNATED SNOW REMOVAL AREA

Tenant shall be responsible for removing snow and ice from (unit entry AE) (garage door) (609&611 driveway sidewalk) within a reasonable period of time as determined by Landlord or as required by law or municipal ordinance. If Tenant fails to comply with this provision, Tenant shall be responsible for the actual costs incurred by Landlord to complete the same, including any fines imposed and collected by a municipality, which costs may be deducted from Tenant's security deposit.

X _____
Initial Here

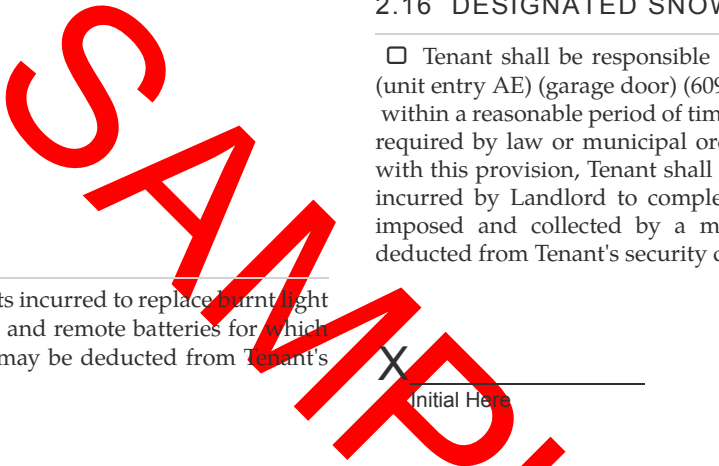
2.17 PROMOTIONAL RENT

If Tenant vacates the premises for any reason prior to the expiration of the Residential Rental Agreement, if Tenant is evicted prior to the expiration of the Residential Rental Agreement, or if Tenant's tenancy is terminated for failure to pay rent or any other breach of the Residential Rental Agreement, Tenant is liable for full repayment to Landlord for any free rent or other promotion or condensation received, which repayment may be deducted from Tenant's security deposit.

X _____
Initial Here

2.18 FEES FOR DAMAGE ABOVE NORMAL WEAR AND TEAR.

In the event Tenant causes any damage, waste, or neglect to the Premises beyond normal wear and tear, that is not the result of Landlord's negligent acts or omissions or willful misconduct, Tenant shall pay Landlord's costs incurred to restore the Premises. Cleaning performed by Landlord shall be at the hourly rate of \$40.00 per person and maintenance performed by Landlord shall be at the hourly rate of \$50.00 per person. Tenant shall pay Landlord a \$50.00 fee plus any applicable hauler fees for any abandoned personal property of Tenant requiring removal from the Premises. The costs and fees described herein may be deducted from Tenant's security deposit.



Sign and Accept

X _____
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2.19 FEES FOR REMOVAL OF INSTALLATIONS OR MODIFICATIONS

In the event Tenant fails to remove any installation and/or modifications required to be removed at the termination of the Residential Rental Agreement Tenant shall be responsible for the actual costs incurred by Landlord to return the Premises to its original condition, excepting normal wear and tear. Work performed by Landlord shall be at the hourly rate of \$50.00 per person. The costs and fees described herein may be deducted from Tenant's security deposit.

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2.20 RE-LET FEE

In the event Tenant vacates or abandons the Premises prior to the expiration of the term of the Residential Rental Agreement, Tenant agrees to pay to Landlord a \$350.00 re-let fee, which fee may be deducted from Tenant's security deposit.

X _____
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2.21 NO PROVISIONS INCLUDED HEREIN AUTHORIZES LANDLORD TO DO ANYTHING THAT WOULD BE A VIOLATION OF WIS. STAT. §704.44 OR ATCP §134.08.

TENANT ACKNOWLEDGES LANDLORD HAS SPECIFICALLY IDENTIFIED AND DISCUSSED EACH NONSTANDARD RENTAL PROVISION WITH TENANT PRIOR TO ENTERING INTO THE RESIDENTIAL RENTAL AGREEMENT AND AFTER DOING SO, TENANT AGREES TO EACH AND EVERY NONSTANDARD RENTAL PROVISIONS SELECTED HEREIN THAT HAS BEEN INDIVIDUALLY INITIALED BY TENANT.

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

X _____
Initial Here

3.1 SIGN AND ACCEPT

SIGNING THIS AGREEMENT CREATES A LEGALLY ENFORCABLE RIGHTS AND OBLIGATIONS. TENANTS SHOULD CONSULT LEGAL COUNSEL REGARDING ANY QUESTIONS AS TO THEIR LEGAL RIGHTS

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

