

# RESIDENTIAL RENTAL AGREEMENT

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

3 **TENANT:** ( \_\_\_\_\_ adults and \_\_\_\_\_ children)

4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

7 **PREMISES:** Building Address

8 Rhyme Street  
9 (street)  
10 West Salem, WI 54669  
11 (city, village, town) (state) (zip)

11 Apartment/room/unit: NA

12 Other: \_\_\_\_\_  
13 included furnishings/appliances: refrigerator, range, oven  
14 other (list or attach addendum): \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18 **RENT:** Rent of \$ \_\_\_\_\_ for Premises and  
19 \$ NA for other (specify \_\_\_\_\_)

20 is to be received no later than the 1st (First) day of each month  
21 and is payable at 575 Lester Ave. Suite 300, Onalaska

22 If rent is received after 1st at 5 PM  
23 the Tenant shall pay a late fee of \$ 100.00

24 Charges incurred by Landlord for Tenant's returned checks are  
25 payable by Tenant. Landlord shall provide a receipt for cash  
26 payments of rent. **All tenants, if more than one, are jointly and**  
27 **severally liable for the full amount of any payments due**  
28 **under this Agreement.** Acceptance of a delinquent payment  
29 does not constitute a waiver of that default or any other default  
30 under this Agreement. Other Landlord or Tenant obligations:  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

**LANDLORD:** Mark and Kristen Brockberg

Agent for Footstep Management LLC  
service of (name) (phone)  
process 575 Lester Ave. Suite 300  
(address)  
Onalaska, WI 54650  
(city, village, town) (state) (zip)

Agent for Footstep Management LLC  
maintenance, (name) (phone)  
management Same as above  
(address)

Agent for Footstep Management LLC (name) (phone) Same  
of rents (city, village, town) (state) (zip)  
Same as above (address)

**TERM:** (Strike either (a) or (b) enter complete date.)  
(a) Month to month beginning on NA; or  
(b) For a term of 11.8 months beginning on \_\_\_\_\_  
and ending on Noon.

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

UTILITIES:	Check if paid by:	Landlord	Tenant
Electricity			<input checked="" type="checkbox"/>
Gas			<input checked="" type="checkbox"/>
Heat			<input checked="" type="checkbox"/>
Air Conditioning			<input checked="" type="checkbox"/>
Sewer/Water			<input checked="" type="checkbox"/>
Hot Water			<input checked="" type="checkbox"/>
Trash		<input checked="" type="checkbox"/>	
Other <u>Recycling</u>		<input checked="" type="checkbox"/>	

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

Water/Sewer billed quarterly by Landlord

37 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 1000.00 to be held by  
38 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one  
39 (21) days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written  
40 statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security  
41 deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days  
42 Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,  
43 normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1).  
44 Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

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

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

59 **NOTICE TO VACATE: Lease for Term**— No written notice is required to terminate a lease for term because the lease automatically ends on the  
60 last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to  
61 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy**— Written  
62 notice must be received by the other party at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month to month  
63 tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a  
64 calendar month.

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

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

72 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises  
73 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in  
74 accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under  
75 this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated,  
76 surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed  
77 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  
78 Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or  
79 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  
80 apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency,  
81 if Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the  
82 Premises abandoned unless rent has been paid for the full period of the absence.

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

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

98 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which  
99 Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or  
100 interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or  
101 damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/  
102 or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or  
103 damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

104 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage  
105 in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord  
106 may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or  
107 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 of Tenant or  
108 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful  
109 enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their  
110 residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an  
111 agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or  
112 near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not  
113 necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

114 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use  
115 on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n' slides or any other water recreation  
116 devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord,  
117 create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

118 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those  
119 portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's  
120 control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord,  
121 normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises,  
122 commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance  
123 of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written  
124 approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises  
125 they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

126 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord.  
127 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling  
128 of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not  
129 apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs  
130 incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate  
131 Tenant's tenancy for violating this provision.

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

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

140 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should  
141 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  
142 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  
143 such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the  
144 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  
145 Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, this lease  
146 may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided  
147 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).  
148 These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has  
149 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.

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

153 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

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

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

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

162 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

163 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  
164 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  
165 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  
166 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,  
167 (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  
168 subsequently invited the person to be the tenant's guest.

169 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  
170 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  
171 enforcement agency.

172 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.

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

177 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely  
178 payment of rent, which is accepted by Landlord, Tenant shall be under a month-to-month tenancy with the same terms and conditions of the original  
179 rental agreement unless other arrangements have been made in writing.

180 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

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

183 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental  
184 agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect  
185 without the invalid provisions.

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

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

192 **SPECIAL PROVISIONS: All forms at lease signing are made part of this Agreement.**

193 **Initial Lease is 360 days and last months rent is not pro-rated.**

194

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

197 **Pets and water beds are not permitted unless indicated otherwise in writing.**

198 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

199 **OWNER / AGENT OF OWNER** Signature: \_\_\_\_\_ (date) \_\_\_\_\_  
200 Print Name: \_\_\_\_\_

**TENANT(S)**  
201 Signature: \_\_\_\_\_ (date) \_\_\_\_\_ Signature: \_\_\_\_\_ (date) \_\_\_\_\_  
202 Print Name: \_\_\_\_\_ (date) \_\_\_\_\_ Print Name: \_\_\_\_\_ (date) \_\_\_\_\_

203 Signature: \_\_\_\_\_ (date) \_\_\_\_\_ Signature: \_\_\_\_\_ (date) \_\_\_\_\_  
204 Print Name: \_\_\_\_\_ (date) \_\_\_\_\_ Print Name: \_\_\_\_\_ (date) \_\_\_\_\_



**Disclosures Required by Landlord Before Entering Into A Rental Agreement**

Address                      **Rhyme Street, West Salem, WI 54669**

Applicant/Tenant acknowledges:

1. That copy of the proposed lease and rules and regulations have been made available to the applicant for inspection.
2. Having been advised of the name and address of the person authorized to receive rent, manage and maintain the premises, who can readily be contacted, and an owner or an agent with an address within the state authorized to receive notices and demands and at which service of process can be made in person.
3. Tenant pays all utility charges that are separately metered or subject to cost allocation:

Utility Charges Chart	Electricity AC	Gas Heat Gas Water Heater				Trash	Recycling	Water & Sewer	Other
Included in rent						X	X		
Separately metered	X We Energies	X Xcel Energies						X Billed Quarterly by Landlord Separately Metered	

4. Having been advised of the following information that affects the common areas or specific unit the applicant wants to rent. The checked boxes apply.
  - A list of uncorrected building or housing code violations is attached to this form.
  - The dwelling unit does not have hot or cold running water.
  - The dwelling unit is not served by plumbing facilities in good operating condition.
  - The dwelling unit is not served by sewage disposal facilities in good operating condition.
  - The heating facilities serving the dwelling unit are not in safe operating condition, and/or are not capable of maintaining a temperature of at least 67 F (19 C) in the living areas, measured at the center of the room midway between the floor and ceiling.
  - The dwelling unit is not served by electricity, and/or the electrical wiring, outlets, fixtures, and other components of the electrical system are not in safe operating condition.
  - There are structural problems or other conditions in the dwelling unit or premises that present a substantial health or safety hazard or create an unreasonable risk of personal injury.

6. A copy of the Footstep Management Policy/Screening criteria statement was made available to review and/or accompanied the application.

7. Jeff Pralle is a Broker Associate with Homestead Realty Inc. of Onalaska, WI. Homestead Realty Inc. is not a party in this transaction.

8. Landlord promises to repair, clean or improve the premises as follows by the completion dates noted:

- A) Unit will be painted as needed.
- B) Carpets Professionally Steam Cleaned.
- C) Unit fully cleaned and ready to occupy by Move in date.

---

**The undersigned have read and dated this Rental Disclosure Form and have received all indicated Information and documents.**

\_\_\_\_\_ Date

\_\_\_\_\_ Tenant Signature

\_\_\_\_\_ Tenant Signature

\_\_\_\_\_ Tenant Signature

\_\_\_\_\_ Tenant Signature

\_\_\_\_\_ Tenant Signature

\_\_\_\_\_ Tenant Signature

\_\_\_\_\_ Landlord Representative Signature



## NON-STANDARD RENTAL PROVISIONS

THE NONSTANDARD RENTAL PROVISIONS LISTED BELOW ARE PART OF YOUR RENTAL AGREEMENT AND LISTS VARIOUS CHARGES AND COSTS THAT YOUR LANDLORD MAY ASSESS AND WITHHOLD FROM YOUR SECURITY DEPOSIT

Address: \_\_\_\_\_ Rhyme Street, West Salem, WI 54669

\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

### **Please Initial Your Acceptance of Each Item.**

\_\_\_\_\_ 1. **LATE FEE:** A late fees of **\$100.00** will be assessed as set forth in the rental agreement upon all late rental payments. These fees may be deducted from the security deposit.

\_\_\_\_\_ 2. **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by tenant is returned unpaid due to insufficient funds or for any other reason, tenant will be charged a fee of **\$45.00** per occurrence. If landlord incurs any other cost or fees as a result of tenant's payment being returned due to insufficient funds or for any other reason, tenant will also be responsible for the actual costs incurred by landlord as a result. These fees and costs may be deducted from tenant's security deposit.

\_\_\_\_\_ 3. **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the tenant's responsibility to separate all recyclable material and deposit them in appropriate containers, as required by law or local ordinance. If tenant fails to separate recyclable materials and deposit them in the appropriate containers, tenant will be assessed a fee of **\$45.00 or city fee, whichever is greater**, for each occurrence plus the actual costs incurred by landlord to properly dispose of the recyclables. **This includes putting recyclables in with your regular trash!** These fees and costs may be deducted from tenant's security deposit.

**4. LAWN MOWING/ SNOW REMOVAL:** If tenant fails to mow the lawn on a weekly basis and pull or spray weeds in decorative rock areas, and or remove snow from their sidewalk and driveway within 24 hours after snowfall/ice has ended, tenant will be assessed a fee of **\$45.00** plus the actual cost incurred by the landlord to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs imposed on landlord due to tenant's failure to comply with law or local ordinances regarding lawn mowing and or snow removal. These fees and costs may be deducted from tenant's security deposit.

**5. REQUEST TO RE-RENT YOUR UNIT BEFORE LEASE END & COSTS:** Charges for re-renting in an effort to mitigate Tenant's damages if tenant requests to vacate premises prior to the lease end. Tenant agrees to pay a fee of **\$350.00** (Paid up front to begin the process) for re-renting the apartment (Paid advertising is an extra charge). Tenants are obligated, under the lease agreement, to continue paying rent and utilities until the new tenant (s) occupy the apartment. These fees and costs above may be deducted from the Tenant's security deposit.

**6. RE-RENT COSTS:** If Tenant vacates the unit without proper notice or is removed from the property for failure to pay rent or any other breach of the rental agreement, Tenant will be responsible for all charges permitted under Wis. Stat. 704.20 including, but not limited to, all costs incurred to re-rent the vacated unit and all utilities for which Tenant is responsible through the end of the term of the rental agreement, subject to Landlord's duty to mitigate. These charges may be deducted from Tenant's security deposit.

**7. CLEANING CHARGES:** All charges for cleaning the premises beyond normal wear and tear. You agree that the apartment will be cleaned and ready for the next occupant. If the apartment is not cleaned, we may deduct actual costs of performing cleaning services, either with an outside cleaning company or by our staff. These fees and costs may be deducted from the tenant's security deposit.

**8. PARKING:** Tenant may park their vehicles in area designated for your unit only. If tenant parks in other than designated area the tenant will assessed a fee/fine of **\$25.00** for each day that the vehicle is parked in a non-designated area. Inoperable, non-licensed or unregistered vehicles may not be kept on the property and can be towed away at owner's expense. Any expense, fees or fines may be deducted from tenant's security deposit.

**9. UTILITIES:** Tenant agrees to arrange to have utilities switched over to tenant's responsibility from the first date on the lease until the last date on the lease. Any bill received by Landlord for utilities not hooked up on time or stopped too soon, tenant agrees to pay those charges, plus a fee of **\$45.00**. Such fees and costs may be deducted from the tenant's security deposit.

**10. DAMAGE TO THE UNIT:** The unit should be left in the same condition as it was when tenant moved into the unit. Tenant may not repair any damage without prior written consent of the landlord. If there are any damages to the unit, tenant will be assessed the actual costs incurred by the landlord up to **\$50.00** per hour plus the cost of any materials. Such fees and costs may be deducted from the tenant's security deposit.

**11. COMMUNITY APPEARANCE:** Tenant will be assessed a fee of **\$45.00** per occurrence, plus the cost of cleanup, for allowing or leaving litter, trash (cigarette butts), pet feces or the like around their apartment or common entry. This includes leaving any unsightly object outside the house. Such fees and charges may be deducted from the tenant's security deposit.

           **12. PETS: Only authorized pets are allowed on the property with a signed Pet Agreement.** Tenant will be assessed a fee/fine of **\$500.00** if it is found that you have or had any unauthorized pet on the property or in your unit, **THIS INCLUDES AND ESA OR SERVICE DOGS NOT PROPERLY APPROVED IN ADVANCE AND AGREEMENT SIGNED.** This fine/fee will be automatic, no discussion. It is a lease violation. These fees, fines and costs may be deducted from tenant's security deposit.

           **13. MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the written consent of landlord as set forth in the rental agreement. If tenant makes modifications (including painting) to unit without written consent of landlord, then tenant will be charged the actual costs to return unit to its original condition. Such charges may be deducted from tenant's security deposit.

           **14. FAILURE TO PERMIT ACCESS TO UNIT:** If tenant fails to permit access to unit after landlord has properly complied with all notice provisions set forth in chapter 704 of Wisconsin Statutes and chapter ATCP 134 of the Wisconsin Administrative Code, tenant will be assessed a fee of **\$50.00** for each occurrence. Tenant will also be liable for any damages and/or costs incurred by landlord as a result of tenant's failure to allow access to unit. These fees and costs may be deducted from tenant's security deposit.

           **15. PLUMBING:** Tenant shall obtain a plunger for their own use. Responsibility for unplugging toilet or toilets caused from excessive paper or waste and/or foreign objects dropped in the toilet are the tenant's responsibility. **If plumbing repairs or unplugging is needed caused by events not known to or not the responsibility of the Landlord, please call Maxwell White Plumbing at 608-786-4004 to service your problem and pay them directly for their work.** All charges incurred by Landlord may be deducted from tenant's security deposit.

           **16. WATER/SEWER PAYMENTS:** Tenant will have 25 days after receipt of water/sewer bill to make payment. If payment is received after the 25<sup>th</sup> day a late fee of **\$25.00** will be imposed for each month the bill is not paid. Such late fee may be deducted from tenant's security deposit.

           **17. NON-SMOKING:** Tenant will be assessed a fee/fine of **\$500.00** plus the cost of apartment painting and possible carpet replacement if the smell has absorbed into the carpet, if it is found that smoking has been or is being allowed in the apartment or garage. These fees/fines and costs incurred by the landlord may be deducted from the tenant's security deposit. Smoke damage is not normal wear and tear.



**18. FAILURE TO VACATE AT THE END OF LEASE OR AFTER NOTICE:**

If tenant remains in possession without consent of landlord after expiration of lease or termination of tenancy by notice given by either landlord or tenant, or after termination by valid agreement of the parties, tenant shall be liable for any damages suffered by landlord because of tenant's failure to vacate within the time required. In absence of proof of greater damages, landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. Should the tenant's hold over result in the loss of any portion of rent by the landlord, tenant shall be responsible for any lost rent. Such charges may be deducted from tenant's security deposit.

**19. KEY RETURN AT CHECKOUT:**

If all keys and garage door opener are not turned in at checkout, or any key or keys have been lost, tenant will be charged a fee of **\$200.00** for locks to be changed. These charges may be deducted from the security deposit.

**20. FURNACE FILTERS:**

Tenant will be supplied a furnace filter quarterly or sooner and is responsible for changing the filter. Any damage caused to the furnace by tenant not replacing the filter can be charged to the tenant, you can be held responsible for damage caused by a filter plugged with dust, dirt and debris from not being changed. Such charges/damages may be deducted from tenant's security deposit

**21. UNAUTHORIZED TENANT:**

If you allow an unauthorized person to move into your apartment, **not approved in advance**, including signing the lease, tenant agrees they will be assessed a fee/fine of **\$500.00**, and be subject to eviction as a material breach of the rental agreement. Such charges may be deducted from tenant's security deposit.

**22. CANDLE/INCENSE BURNING: Candle and Incense burning is strictly**

**prohibited** Smoke from candle burning is not "Normal Wear and Tear". Tenant agrees they can be charged a fee/fine of \$200.00 for burning candles or incense. Such charges may be deducted from tenant's security deposit.

**23. FAILURE TO DISCONNECT HOSES BEFORE WINTER:**

Tenant (s) agree they will be responsible for disconnecting all outside hoses before winter freeze. Any damaged caused to hose bib connections or water lines because tenant did not disconnect hoses will be the full responsibility of the tenant. All damages and charged will be billed for full payment and such charges may be deducted from tenant's security deposit.

**24. PICTURES AND WALL ITEMS: ONLY**

**small nails may be used sparingly to hang pictures and other items. No Command strips, no sticky items, NO large plugs or hooks may be used. No large brackets for TV's.)** If tenant chooses to use such items that are prohibited in this list there will be a charge from **\$7.00 to \$10.00** per item used charge. Such fees and costs may be deducted from the tenant's security deposit.

**25. LIGHT BULBS:**

It is the tenant's responsibility to change light bulbs to the proper wattage. Any light bulbs missing or not replaced the tenant (s) agree that they will be charges \$5.00 to \$7.00 per bulb. Such charges may be deducted from the tenant's security deposit

**Tenant acknowledges that landlord or landlord's agent has specifically identified each nonstandard rental provision with tenant (s) and they fully understand each provision of this agreement.**

**In witness whereof, these parties have executed this addendum to the lease:**

Date: \_\_\_\_\_

Landlord/Agent \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

**When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenants' security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment; (e) unpaid monthly municipal permit fees assessed against a tenant by a local unit of government under 66.0435(3), Wis. Stats., to the extent that the landlord becomes liable for the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant(s) prior to entering into a rental agreement with the tenant. When tenant initials each nonstandard rental provision and tenant(s) signs at the end of document, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant and that the tenant has agreed to it. Wis. Stat 704.28 (2)



# RULES AND REGULATIONS

ADDRESS: \_\_\_\_\_ Rhyme St., West Salem, WI 54669

TENANTS: \_\_\_\_\_

## GENERAL

1. These rules and regulations are necessary to insure the proper use and care of the property as well as to insure the protection and safety of the landlord, his employees, other tenants, and neighbors.
2. Tenant will be responsible for the conduct of any and all family members, guests, invitees, and/or others under tenant's control.
3. The term "tenant" is defined broadly and includes all persons named in the rental agreement, their family members, guests, invitees, and/or others under their control.
4. Landlord will not tolerate criminal activity or any other activity that disturbs others or damages the property.
5. **A violation of these rules and regulations constitutes a material breach of tenant's rental agreement and may result in termination of tenancy and eviction.**
6. These rules and regulations will be enforced strictly and without exception.

## USE OF THE PROPERTY

7. The term "property" is defined broadly and includes, but is not limited to, the home or apartment building, individual rental units, common areas, grounds upon which the home or apartment building is located, and any other associated physical structures.
8. The property is to be used as a personal residence only and is for the individuals listed on the rental agreement only.
9. The property shall not be used to operate any form of business for any reason, including but not limited to, a child-care facility.
10. The property shall not be used for any illegal activity whatsoever or for any activity that, in the opinion of the landlord, will damage the property.
11. Tenant shall not do anything in the premises or on the property that may increase the risk of fire or compromise safety, increase the landlord's insurance premiums or which would be a violation of state or local laws or regulations.
12. Tenant shall not keep any hazardous items inside of the property, including but not limited to: lighter fluid, gasoline, kerosene, propane, paint thinner, acetone, or other volatile materials.
13. No rummage sales, or sales of any kind, may be held on the property without the prior written consent of landlord. No car washes, for profit or otherwise, may be held on the property.
14. Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended.
15. Tenant agrees not to destroy, deface, damage, or remove any part of the property.

**BERDOOMS**

16. As stated in our Policy Statement, we allow only 2 persons per bedroom to occupy the apartment. **This also means that ONLY the bedrooms are to be used for sleeping. It is a Material Breach of this rental agreement to allow sleeping in any other rooms.**

**APPEARANCE & UPKEEP OF PROPERTY**

17. Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the rental unit or on the property without the prior written consent of landlord.
18. Tenant shall use only appropriate window coverings; such as drapes or blinds. **Rugs, towels, blankets, or sheets are not allowed.**
19. Tenant agrees to keep the rental unit in a clean, safe, and sanitary condition and not litter the property. Tenant shall maintain all interior and exterior areas of the premises in a clean and sanitary condition, free from debris, garbage and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes vacuuming any carpet, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances. Carpet cleaning is required during occupancy, by approved vendor. Form will be supplied with renewal. This provision in no way affects the obligation of Landlord to maintain the premises in a fit and habitable condition during tenancy. **Inspections of your apartment can be done by the property manager to see that you are complying with this regulation!!**
20. **Work with the neighboring tenant in 132 to alternate clean the entry way. (Alternate months)**
21. **Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall only use the proper wattage of bulb as specified on the light fixture.**
22. Tenant agrees to regularly and properly dispose of garbage and recyclable materials and to place such items in the proper receptacles provided for that purpose.
23. 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.
24. If tenant wishes to dispose of any large items, it is the responsibility of tenant to make special arrangements, in accordance with local ordinances and laws, to dispose of such items. Any charges incurred by landlord as a result of tenant's failure to comply with the above will be the responsibility of the tenant.
25. Tenant agrees to keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common areas or on the grounds and will be immediately removed and disposed of by landlord. Any costs incurred by landlord to remove tenant's property will be the tenant's responsibility.
26. Tenant shall cooperate with the landlord to keep common areas and grounds in a safe and clean condition.
27. Tenant agrees to promptly notify landlord of any maintenance or repair issues.

**MODIFICATIONS TO PROPERTY**

28. Tenant is prohibited from making any alterations, additions, or improvements to the inside or outside of the property. **No satellite dishes or exterior antennas of any kind are allowed. 132 Rhyme – you may use the one currently installed but nothing new added.**
29. Should tenant make any alterations, additions or improvements in violation of the above, landlord may immediately remove it and tenant will be responsible for all costs incurred by landlord to return the property to its original condition.

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

#### **DAMAGE TO THE PROPERTY**

31. If the property is damaged as a result of intentional acts, negligence, carelessness, or misuse by tenant, tenant will be responsible for the repair costs incurred by landlord.
32. Tenant(s) agree to use the bathroom exhaust fan while showering and for at least 30 minutes after to avoid moisture or mold buildup in the bathroom. Failure to do so can result in tenants being charged for that damage. (This is not normal wear and tear)

#### **CHANGING LOCKS**

33. Tenant will not install additional or different locks on any doors or windows in the property.
34. Tenant shall not give any keys for the property to any person other than those listed on the rental agreement without the prior written consent of landlord.
35. If tenant requests the locks to be changed for a lock out situation, with proof of legal action, landlord will have the locks changed. Tenant will be responsible for the cost. **The fee required for lock changes is a flat \$200.00 fee, includes all 3 apartment locks.**
36. Landlord is not obligated to unlock a door at any time. **Tenants may not copy keys.** Charge for unlocking of tenant's doors, if landlord is available, daytime: \$55.00. After hours: \$100.00

#### **CARPET CLEANING**

37. Tenant agrees to have carpets professionally steam cleaned **annually (Pet sanitized if you have a pet), before the start of the new lease term** and at the end of their lease or move out. This can and must be done only by a vendor approved by management; tenants may not do their own. A receipt must be provided to the Landlord for proof of cleaning

#### **PLUMBING**

38. Tenant will immediately report to landlord in writing if any pipes or faucets are leaking or if any toilet continues to run.
39. Tenant will not leave water running except during actual use. The water/sewer bill is your responsibility, conserve wisely.

#### **SMOKING**

40. **All units are non-smoking, and tenants must smoke outside only!! No smoking includes but is not limited to: any tobacco products. Smoking also includes the prohibited use of Electronic cigarettes, cigars or pipes, which is any device that provides a vapor of liquid nicotine and/or other substances to the user that stimulates. NO VAPING PRODUCTS ARE ALLOWED. You will be fined per the Non Standard Rental Provision for Non Smoking, \$500.00.**
41. Tenant must be at least 6 feet from building. Failure to follow this rule could result in having your privilege to smoke anywhere on the property revoked.

#### **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED**

42. **Tenant, or any member of the tenant's household, guest or invitee shall not possess or use the following items on the property including but limited to, swimming or wading pools, trampolines, slip' n slides, or any other water recreational devices, air, pellet, BB guns/rifles, explosives, fireworks, sparklers, candles, incense, space heaters, or any other item that, in the opinion of the landlord create and unreasonable risk of injury or damage without written consent of the Landlord.**

**EXTENSION CORDS**

43. The use of extension cords is discouraged. If a tenant uses any such cords they must be super heavy-duty cords. Extension cords must never be placed under any rugs.

**CHRISTMAS TREES**

44. No live or real trees can be used. Artificial only. (This is an insurance regulation)

**NOISES & ODORS**

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

**GUESTS**

46. Tenant is responsible for the conduct of any and all guests.
47. **Guest Policy: Overnight guests are allowed for a maximum of 45 days/nights per lease year.**  
If you want someone to move into your apartment they must fill out an application, pay the fee, be approved and sign the lease. **NO ONE** will be allowed to move into the apartment that has not been approved in advance, it is a material breach of the rental agreement.
48. **No guest is to remain on the property unless tenant is also present.**
49. **No guest is allowed on the property who is a registered sex offender or who has an unacceptable felony conviction of any kind. (Landlord's discretion) NO EXCEPTIONS!!**

**PETS**

50. **NO PETS OF FAMILY, FRIENDS or ANY GUESTS ARE ALLOWED IN THE APARTMENT OR ON PROPERTY!!!**
51. Fish Tanks are limited to 15 gallons.
52. **NO BIRDS, REPTILES, SNAKES, GERBILS, HAMSTERS OR THE LIKE ARE PERMITTED. ONLY 1 CAT OR 1 DOG APPROVED IN ADVANCE UNDER OUR PET POLICY.**

**GRILLING**

53. **No Grilling is allowed, per city code, on the deck!!!**
54. **Only covered grills are allowed to be used – no fire pits or bonfires allowed.**
55. Grills are not permitted to be left in the front of apartment buildings.

**SUBLETTING / ASSIGNMENT**

56. Tenant is not allowed to sublet or assign the rental unit, or any part of it, without the prior written consent of landlord. \*\* See re-renting agreement in Non-Standard Rental Provisions. We **do not allow** sub-leasing.

**VEHICLES**

57. Only vehicles authorized by landlord may be parked on property.
58. Tenant must register the license plate number, model, and make of tenant(s) vehicle(s).
59. **Tenant's guests or invitees may not park their vehicles in other tenant's parking spaces. Those vehicles can be towed without notice.**
60. **Tenant shall not park any commercial or recreational vehicles on the property. And No trailers!!**
61. At no time is tenant allowed to repair vehicles on the property, including but not limited to, changing flat tires and/or changing oil.
62. Tenant shall not park any unauthorized, unregistered, or inoperable vehicles on the property. Such vehicles may be towed without notice.
63. Vehicles must be maintained in reasonably good repair and shall not drip fluids or cause damage to landlord's property.

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

#### INSURANCE

65. It is tenant's responsibility to obtain insurance coverage for their personal property stored on the property. Renter's insurance is required of every tenant and **Footstep Management LLC** must be named on the policy as **3rd party Interest (Or called Additional Interested Party)**. Keys will not be handed over to the Tenant (s) unless proof of renter's insurance is received prior to check in or at check in. (It must be a copy of the insurance binder received from your insurance company). Tenant agrees to find a company that will add additional interested party.
66. Landlord shall not be responsible for any loss or damage to tenant's property unless the loss or damage was the result of landlord's negligent acts or omissions.

#### REFUSE/RECYCLING

67. Use the proper container for trash and the proper container for recycling. It is the tenant's responsibility to set them out the night before and return to their proper place after pickup. It is the tenant's responsibility to recycle properly. Any large item must be disposed of at tenant's expense. Call the company that picks up the trash and arrange to have them pick those items up.

#### WASHING MACHINES

68. Steel gauge hoses are required for hook up of all washing machines. **NO EXCEPTIONS!**

#### PICTURES/NAILS

69. **ONLY** small nails may be used sparingly to hang pictures and other items. **NO large plugs or hooks may be used. No large brackets for TV's.**

#### RENT PAYMENTS/LATE RENT

70. Rent payments are due on the 1<sup>st</sup> of each month before 5:00 PM.
71. If your payment is not received before 5:00 PM on the 1<sup>st</sup> of each month the late fee will be automatically applied.
72. After rent payment does not clear the bank or is NSF, this makes you rent late and the late fee, **\$100.00** and the NSF fee, **\$45.00** will apply, total **\$145.00**. You then will receive a Five - Day Notice to Move Out or Pay Rent along with the Late fee and NSF invoice will be posted on your door. **Rent Payment must be by Money Order Only at this point.** If rent is not received by the end of that 5<sup>th</sup> day, a 14 Day Notice to Move Out, will be given.
73. Non-payment and late payment of rent or utility bills are a breach of the rental agreement.

#### NOTICES

74. Advance notification to residents for Landlord's or Landlord's agent's entry to the premises may be made by email message, posting, voicemail, text, or letter. Tenant is required to notify Landlord of any change of email address or phone number during tenancy. Notification to one is notification to all.

**LEASE RENEWALS**

75. Prior to being offered a lease renewal tenants must have paid up any delinquent balances on their account. Prior to lease renewal, landlord/property manager will do a criminal background check. No one with an unacceptable criminal record will be offered a renewal. If tenant, during the last year had three or more late rent or water/sewer bill payments, your lease may not be renewed. If your apartment is being kept in an unacceptable condition, at the discretion of the landlord or property manager, your lease may not be renewed. A history of complaints from neighboring tenants can also cause a lease not to be renewed.

**NON-WAIVER**

76. Any failure to act by Landlord with regard to any specific violation or breach of these Rules and Regulations by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant.

**ADDITIONAL RULES AND REGULATIONS:**

77. If tenant is not renewing their lease and proper notice is given, tenant will cooperate with showings, proper 12 hour Notice will be given.

78. Unit check in is between 8 and 9:00 AM, or by appointment, on the first day of the month. Check out is Noon on the last day of the term, by appointment. (Last day is 5 days before the last day of the month)

79. \_\_\_\_\_  
80. \_\_\_\_\_

**A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT.**

Date: \_\_\_\_\_

Tenant 1 \_\_\_\_\_  
Tenant Signature

Tenant 2 \_\_\_\_\_  
Tenant Signature

Tenant 3 \_\_\_\_\_  
Tenant Signature

Tenant 4 \_\_\_\_\_  
Tenant Signature

Tenant 5 \_\_\_\_\_  
Tenant Signature

Landlord \_\_\_\_\_  
Agent Signature



# Bed Bug Addendum

## ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

Name of Tenant(s): \_\_\_\_\_  
\_\_\_\_\_

Address of Premises: Rhyme Street West Salem, WI 54669  
(Street) (City, State, Zip)

**This Addendum contains the terms, conditions, and rules related to Landlord's bed bug policy and is incorporated into Tenant's Residential Rental Agreement.**

Landlord has inspected Tenant's rental unit and is not aware of the presence of any bed bugs in the unit.

**Tenant Disclosures**

*(If true, Tenant should initial A, B and C below.)*

- A. \_\_\_\_\_ Tenant has inspected the rental unit prior to moving in and did not see any signs of bed bugs in the unit.
- B. \_\_\_\_\_ Tenant is not aware of any bed bugs in his/her current residence.
- C. \_\_\_\_\_ All of Tenant's personal property including, but not limited to, furniture, bedding, clothing, shoes and other personal belongings that will be moved into the rental unit are free from bed bugs.

**Inspection By Tenant**

1. Tenant agrees to regularly inspect his/her rental unit for signs of bed bugs.
2. Tenant understands that used or second-hand furniture is one of the most frequent ways that bed bugs are introduced to rental properties. Tenant agrees to inspect any used or second-hand furniture prior to moving it into the rental unit. Tenant understands and agrees that unless he/she is certain that any used or second-hand furniture is free from bed bugs that he/she will not move it into the rental unit.
3. Tenant will allow Landlord or its agents to inspect the rental unit for bed bugs as allowed by law.

**Reporting of Bed Bugs**

4. Tenant agrees to immediately notify Landlord in writing if any of the following occur: (a) bed bugs are found in the rental unit, (b) Tenant suspects that bed bugs might be present in the rental unit, or (c) Tenant notices unexplained and reoccurring bites on his/her body. Failure to immediately notify Landlord could result in bed bugs spreading to other rental units and common areas which will cause the treatment and eradication of the bed bugs to be more difficult, time consuming and expensive.
5. Tenant should not attempt to treat any bed bug infestation himself/herself. Self-treating for bed bugs may result in injuries to Tenant and/or causing the infestation to become worse.

**Tenant has read and accepts all terms and conditions of this addendum.**

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date      Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date      Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date

Owner/Agent of Owner \_\_\_\_\_ Signature \_\_\_\_\_ Date

**Cooperation with Treatment**

6. If bed bugs are found in Tenant's unit, Tenant must fully cooperate with any and all treatment efforts of Landlord and/or its pest management company or other service provider.
7. Treatment typically requires that rental units next to, above, and below the unit infested with bed bugs also be treated.
8. Treatment may require, but is not limited to, the following: (a) Tenant temporarily vacating the rental unit, (b) temporary removal of personal property, (c) sealing of personal property in plastic bags, (d) removal and destruction of personal property that cannot be treated, (e) laundering of bedding and clothing, (f) purchase of and placement of mattress and box spring in a special plastic encasement, (g) de-cluttering the rental unit, (h) vacuuming of all flooring on a daily basis, and/or (i) moving all furniture to the center of the room. Specific instructions and recommendations will be provided as needed by Landlord and/or its pest management company or other service provider.
9. More than one treatment of Tenant's rental unit may be required. Tenant must cooperate throughout the entire treatment process until Landlord and/or its pest management company or other service provider determine that treatment is complete.

**Default**

10. Failure to comply with the terms of this Addendum include, but are not limited to, the following: (a) misrepresenting any Tenant Disclosure, (b) failing to immediately notify Landlord in writing of the presence of bed bugs, (c) refusing to allow Landlord or its agents to inspect the rental unit, (d) failing to cooperate with the preparation of the rental unit for treatment, (e) refusing to allow access to the rental unit for treatment, (f) failing to cooperate with any post-treatment requirements, and/or (g) any other action that results in the delay of treatment or increases the cost of treatment.
11. Failure to comply with the terms of this Addendum shall entitle Landlord to pursue any and all rights under this Addendum, Tenant's Residential Rental Agreement, and/or applicable law including, but not limited to, terminating Tenant's tenancy and evicting Tenant.

**Treatment Costs**

12. Tenant will be responsible for the costs of treatment and/or eradication of any bed bugs resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.
13. Tenant may be responsible for other costs and damages incurred by Landlord, in addition to the cost of treatment and/or eradication of bed bugs, resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.

**Indemnification & Hold Harmless**

14. Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages and expenses including, but not limited to, attorney's fees, that may be incurred as a result of the acts or omissions of Tenant, Tenant's household members, guests or invitees.
15. Unless caused by the intentional or negligent acts or omissions of Landlord, Landlord is not responsible for any damage or destruction of Tenant's personal property or injuries arising from any bed bug infestation.

**Renter's Insurance**

16. Tenant understands that Landlord's insurance does not cover any of Tenant's personal property that may be damaged or destroyed by bed bugs or bed bug treatment. Tenant also understands that Landlord's insurance does not protect Tenant from any loss or damage caused by the actions of Tenant, Tenant's household members, guests or invitees. Landlord recommends and Tenant understands that Renter's Insurance which may cover such damage is readily available and may be purchased by Tenant.

**RENTER'S INSURANCE DISCLOSURE**  
**ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT**

This is an addendum to the Tenant's Residential Rental Agreement dated \_\_\_\_\_.

Tenant(s): \_\_\_\_\_  
\_\_\_\_\_

Address: Rhyme Street Unit No.: NA

City: West Salem State: WI Zip: 54650

The following is:

- REQUIRED**
- RECOMMENDED**

that each Tenant purchase Renter's Insurance to protect both Tenant's personal property and Tenant himself/herself from any liabilities that Tenant may create while residing at the Property.

Tenant understands that Landlord's insurance does not cover Tenant's personal property from damage caused by burglary, vandalism, electrical surge or failure, lightning strike, freezing, wind damage, heat damage, water damage, hail damage, fire damage, smoke damage, acts of God, or for any other reason not caused by Landlord.

Tenant also understands that Landlord's insurance does not cover Tenant for loss or damage caused by Tenant's actions or those of Tenant's guests. Tenant understands that if Tenant does not purchase Renter's Insurance that Tenant may be held responsible for any loss or damage caused by Tenant's actions or the actions of Tenant's guests.

Tenant understands that Renter's Insurance is readily available and can be purchased relatively inexpensively. If Tenant does not purchase Renter's Insurance, then Tenant will be "self-insured" and therefore may become personally responsible for damages caused by Tenant to other persons or property of others.

If Tenant is required to purchase Renter's Insurance, as set forth above, then Tenant agrees to maintain, at Tenant's own expense, a renter's insurance policy during the term of Tenant's Residential Rental Agreement and any subsequent renewals. Tenant understands that if it is required that Tenant purchase and maintain Renter's Insurance that failure to do so is a breach of Tenant's Rental Agreement and grounds for termination of Tenant's tenancy and the filing of an eviction action.

**Tenant understands and agrees that it is in Tenant's best interest to purchase Renter's Insurance.**

Date: \_\_\_\_\_

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Owner/Agent of Owner Signature*

# SMOKE & CARBON MONOXIDE DETECTOR NOTICES

# Multi-Unit Properties

1 Tenant(s): \_\_\_\_\_

2 \_\_\_\_\_

3 Address: Rhyme Street Unit No.: NA

4 City: West Salem State: WI Zip: 54650

5 Landlord has provided working Smoke Detectors on the premises as required by law. Tenant acknowledges that all  
6 smoke detectors on the Premises are fully operational. Smoke detectors shall be maintained as follows:

7 (a) Landlord shall be responsible for maintaining and testing all smoke detectors in common areas as required by law;

8 (b) Tenant shall be responsible for maintaining and testing all smoke detectors within Tenant's unit as required by law;

9 (c) Tenant shall inform Landlord, in writing, of any smoke detector that is not working and Landlord shall have (5) days  
10 after receipt of written notice to repair or replace smoke detector;

11 (d) Tenant shall replace batteries in all smoke detectors inside Tenant's unit as necessary.

12 §101.145, Wis. Stats.

## CARBON MONOXIDE DETECTOR NOTICE STATUTES

13 State law requires that an owner of a residential property install a Carbon Monoxide Detector in all of the following  
14 locations no later than April 1, 2010:

15 (1) in the basement of the building if the basement has a fuel-burning appliance,

16 (2) within 15 feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance,

17 (3) in each room that has a fuel-burning appliance and that is not used as a sleeping area (the detector should be  
18 installed not more than 75 feet from the fuel-burning appliance),

19 (4) in each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit,  
20 except that, if there is no electrical outlet within this distance, the owner shall place the carbon monoxide detector  
21 at the closest available electrical outlet in the hallway.

22 The owner has installed carbon monoxide detectors that bears an Underwriters Laboratories, Inc., listing mark or similar  
23 mark from an independent product safety certification organization and has installed the detectors according to the  
24 directions and specifications of the manufacturer.

25 State law also requires the owner to reasonably maintain every carbon monoxide detector in the residential property in the  
26 manner specified in the instructions for the detector.

27 A tenant must provide the owner with written notice if a detector is not functional or has been removed by a person  
28 other than the resident. The owner must repair or replace the detector within 5 days after receipt of written notice  
29 by the tenant.

30 An owner of a residential building is not liable for damages resulting from any of the following:

31 (1) a false alarm from a detector that was reasonably maintained,

32 (2) the failure of a detector to operate properly if that failure was the result of tampering, removal or destruction of the  
33 detector by a person other than the owner or

34 (3) the result of a faulty detector that was reasonably maintained by the owner.

35 **When To Use:** An owner of a multi-unit residential building (which includes a tourist rooming house, a bed and breakfast establishment, or  
36 any public building that is used for sleeping or lodging purposes but excludes hospitals or nursing homes) should provide this form to each  
37 tenant and obtain tenants' signatures, if the residential building contains a fuel-burning appliance.

38 §101.149, Wis. Stats.

39 Tenant acknowledges that all Smoke and Carbon Monoxide Detectors in the unit are working properly.

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord/Agent \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_





## **CHECK-OUT INSPECTION FORM**

### **READ THROUGH COMPLETELY**

Address: \_\_\_\_\_ Rhyme St, West Salem, WI 54669

**This form will be used when we do our final apartment walk-through at the end of your lease.**

This form is being provided so you know what we will be looking for. This form will be used to assess cleaning charges. **All items from list on next page must be cleaned to avoid deductions from your security deposit.**

You will need to leave your apartment in good/clean condition. Normal wear and tear will be taken into consideration upon move out inspection. **Per your lease agreement the carpets must be professionally steam cleaned (If you had a pet they must be pet sanitized). Because carpets need to be cleaned after your move out and the day before the new tenants move in you will be Invoiced for the work and it needs to be paid at or before moving out. Note: Tenants may not clean their own carpet!**

Please use the following as a guide for cleaning your apartment upon vacating. Following this guide as closely as possible will insure maximum return of your security deposit. **Please note** that since our standards may differ; we reserve the right to have final say on whether or not there is additional cleaning that needs to be done. If the cleaning is not done to our standards, we will have the apartment cleaned and money will be retained from your security deposit per your lease agreement. **Once the keys have been turned in and the apartment vacated, you will not be called back by us to do any additional cleaning.**

**We encourage your presence at the move out inspection, therefore please attempt to set an appointment with us, once you are 100% finished and ready to turn in the keys. (Call Johanna for a move out inspection: 608.799.8382)** The condition of the unit will be compared against the Move In Condition Report that you were instructed to complete and return at move in. **If no Move In Condition Report form is found in your file, and you are not able to provide us with one, you may be liable for all and any damages found to your apartment.**

**Per your lease agreement you must be moved out of your apartment and garage no later than noon on \_\_\_\_\_.**

**NOTE:** Per your lease agreement you must keep Utilities in your name until the last day of your lease or the above date.

**BE SURE TO CONTACT POST OFFICE AND HAVE YOUR MAIL FORWARDED. GO TO [USPS.COM](http://USPS.COM) AND SELECT "CHANGE YOUR ADDRESS" UNDER "Manage Your Mail"**

ITEM	RESIDENT CLEANING TASKS	Dam-ages	NOT CLEAN
<b>KITCHEN</b>			
Range & Oven	Clean stove top; reflector pans clean; oven clean. Pull out bottom drawer and clean underneath. <b>Oven must be cleaned well.</b> When using oven cleaner avoid spraying on the thermostat. Self-cleaning – have them clean and remove the ashes from inside. <b>Clean under stove range hood.</b>		
Refrigerator & Freezer	Refrigerator ON and clean; freezer clean. If it has wheels clean behind it and on all sides. Remove all food and wash inside thoroughly		
Sink & Faucets	Sink scrubbed; faucets clean; lime deposits removed. Run baking soda through the disposal. Dishwasher – clean thoroughly and run a Dishwasher Magic to clean out properly.		
Cabinets & Hardware	Cabinets emptied and wiped (washed) out <b>inside and out!!!!</b> Leave no shelf paper.		
Shelves & Counter	Counter tops clean; shelves emptied and clean		
Floors, Walls, Ceiling, and Baseboards	Floors VACCUMED. Grout cleaned Walls wiped of all spots; Mop floors clean.		
<b>BATHROOMS</b>			
Toilet & Seat	Bowls cleaned; stains removed; outside bowl.		
Shower & Tub	Stains; mildew; lime removed. Shower curtain removed. <b>Bathtub</b> – must be cleaned and free of soap scum. Use a good cleaner like Zep Tub and Tile OR STRAIGHT VINEGAR Use a good bug sponge or non-abrasive scrubber.		
Sink & Faucet	Faucets clean; sink clean; all lime and soap scum removed		
Cabinet	All items removed; shelves wiped; mirror clean and free of spots		
Floors, Walls, Ceiling, Baseboards	Floors vacuumed and washed; walls wiped of all spots. Clean up grout – If tile		
<b>LIVING ROOM</b>			
Carpets/Floors	Carpet vacuumed.		
Walls & Ceiling	Posters and pictures removed; Wash down spots/stains on walls. <b>DO NOT REPAIR NAIL HOLES!</b>		
Storms & Screens	Window sills wiped down; storms and screens in place. <b>Wash windows/screens inside and out.</b>		
Blinds	Dust off or wipe clean		
Other	Light fixtures wiped clean. Clean out storage space under stairs.		
<b>OTHER &amp; ROOMS</b>			
Carpet & Floor	Carpet vacuumed; Tile swept and clean.		
Walls & Ceiling	Posters and pictures removed; walls wiped of any spots/stains. <b>DO NOT REPAIR NAIL HOLES!</b>		
Windows & Screens	Windowsills wiped down; storms and screens in place. <b>Wash windows/screens inside and out. (Only if clean before moving in)</b>		
Trash Removed	Trash and other items removed		

<b>GARAGE AND BACK YARD/PATIO</b>	Completely empty, all trash and personal items removed, broom swept. Excessive oil should be cleaned thoroughly. All belongings should be removed from patio area. All litter (cigarette butts) on your apartment grounds must be picked up.				
<b>BEDROOMS</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>		
Carpet & Floor					Carpet vacuumed completely!!
Walls					Pictures removed, washed and wiped clean of any spots/stains. <b>DO NOT REPAIR NAIL HOLES!</b>
Windows & Screens					Sills vacuumed out; Wash <b>inside and out!</b>
Closets					Closets empty; shelves dusted and wiped clean.
<b>Other: Ceiling fans</b>					Wiped clean. No dust or grime. Clean thoroughly

**Cleaning charges will be based on the current rate of \$40.00 per hour. (Subject to change)**  
**The following is a list of charges per item that you can be charged for damages and/or missing items.**

**DAMAGE CHARGES**

- |                                |                 |                                |                   |
|--------------------------------|-----------------|--------------------------------|-------------------|
| Garage Openers - Each          | \$40.00         | Wall repairs/each              | cost-plus labor   |
| Missing Appliance parts        | cost plus labor | Missing/damaged screens/each   | cost-plus labor   |
| Stove drip pan/ring set        | \$40.00         | Towel/Toilet paper holders     | cost plus labor   |
| Mirrors/Mirror doors           | cost plus labor | Light Fixtures/covers/each     | cost-plus labor   |
| Refrigerator drawers/shelves   | cost plus labor | Remove furniture/each          | \$75.00           |
| Remove trash/per bag           | \$15.00         | Interior door replacement/each | cost-plus labor   |
| Exterior door replacement/each | cost-plus labor | Carpet stains/each             | actual vendor fee |
| Carpet/tile replace            | cost plus labor | Carpet/tile repair             | cost plus labor   |
| Excessive nail holes           | cost plus labor | Missing or damaged blinds      | cost plus labor   |

Date of Check-out: \_\_\_\_\_ (Filled in by Checkout Agent)

Signature of Check-out Inspection Agent (At check out) \_\_\_\_\_ Keys returned: Apt. \_\_\_\_\_ Mailbox: \_\_\_\_\_ GD Openers: \_\_\_\_\_  
 Keys checkout: Apt. \_\_\_\_\_ Mailbox: \_\_\_\_\_ GD Openers: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Tenant

**Forwarding Address:** \_\_\_\_\_

**BE SURE TO INCLUDE YOUR FORWARDING ADDRESS FOR YOUR Security Deposit Transmittal!**