

RESIDENTIAL RENTAL AGREEMENT

Tech Village

This Residential Rental Agreement ("Agreement") is entered between GCDL Tech Village, LLC ("Landlord") and _____ ("You" or "Your") and _____, Cosigner.

1. **UNIT:** Unit # _____, Bed # _____
15 Tri-Park Way
Appleton, Wisconsin 54914

Landlord to fill in Unit # & Bed # once assigned

You are renting the following:

- (a) Shared Double bedroom in a four-bedroom suite
- (b) Single bedroom in a four-bedroom suite
- in a Standard Suite
- in a Premium Suite, and

(c) the undivided, non-exclusive use, together with up to four other tenants, of the shared kitchen, shared living room and two bathrooms, and (d) the undivided, non-exclusive use, together with all other tenants, of the lobby, study areas, laundry rooms, and lounge areas and bike racks in the apartment complex known as Tech Village (Property), located at 15 Tri-Park Way in Appleton, Wisconsin 54914. You will share the property with other tenants as assigned. The Property is not a specific room or suite but rather the room or suite that is assigned to You to accommodate, to the extent possible, the interest and personal preferences of all tenants. Landlord may assign you to another unit if necessary.

Furnishings included with unit: Flat screen television, AV stand, stainless steel kitchen island, refrigerator, stove, microwave, couch with matching loveseat, coffee table, end table, and window shades. Each tenant will be provided with a twin bed, XL twin bed mattress, desk with chair, dresser, and a bar stool for the kitchen island.

2. **TERM:** The term of this Agreement begins on: (Tenant (you) to initial term)

_____ August 21, 2017 at 9:00 a.m. and ends 24 hours after your final exam or on May 19, 2018 at 12:00 p.m., whichever comes first.

If tenancy is to be continued beyond this term, the parties should arrange for this in advance of expiration.

3. **RENT:** Rent for the aforementioned term is \$ _____ to be paid in two equal installments of \$ _____. The first installment is to be received by the Landlord no later than **August 8th, 2017** and the second installment is to be received no later than **January 9th, 2018**. Financial aid recipients, please refer to Deferment of Rental Fee Agreement form. See Section 15 "Breach and Termination". Pursuant to the previously signed *Consent for the Release of Confidential Information (FERPA form)*, **you understand and agree that the Landlord and Fox Valley Technical College may share information regarding your non-payment of rent and/or any other amounts owed under the lease. You understand that the Landlord may obtain information from Fox Valley Technical College to verify enrollment, financial aid eligibility, and financial aid amount.**

4. **UTILITIES:** Utilities included: gas, electric, water, sewer, trash collection and recycling, standard or premium high speed internet, standard or premium TV.

5. FORMS OF PAYMENT ACCEPTED: Rent may be paid using a personal check, money order, or cashier's check. On-line payments can also be made via e-check or credit card. Credit card payment will be assessed a convenience fee per transaction.

6. LATE FEE: If rent is not received by the Landlord by the dates listed above, you will be charged a late fee of 3% of total due per instance.

7. AGENT: The agent of the Landlord for service of process, collection of rents, and maintenance issues is General Capital Management, 3938 N Santa Monica Blvd. Fox Point, WI 53217. Phone Number: (920)-209-0339.

8. SECURITY DEPOSIT: You agree to pay \$300.00 as a Security Deposit to be used by Agent at the termination of this Lease toward reimbursement of the cost of repairing any damage, waste, or neglect of the Property or ancillary facilities caused by you, your family, your dependents, or your guests and any rent in arrearage or rent due for premature termination of the rental agreement or for any other utilities not paid by you or other charges owed by you. Payment of the Security Deposit is to be made prior to occupancy. The Security Deposit may not be used to pay rent or other charges while you occupy the dwelling unit. The deposit, less any amounts legally withheld, shall be mailed or delivered to the you as provided in Wis. Stat. s. 704.28 (4). You are hereby notified that you may do any of the following within 7 days after the start of your tenancy: (a) inspect the property and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects charged against the previous tenants' security deposit.

9. USE OF PROPERTY: The term "Property" is defined broadly and includes, but is not limited to, the apartment building, individual rental units, common areas, grounds upon which the apartment complex is located, and any other associated physical structures. You shall use the property for residential purposes only. Operating a business or providing child care is prohibited. You may not: (a) make or knowingly permit use of the property for any unlawful purpose, (b) engage in activities which unduly disturb neighbors or other tenants, and/or (c) do, use, or keep in or about the property anything which would adversely affect coverage under the Landlord's insurance policy. You agree to obey all laws, orders, and rules and regulations of all governmental authorities.

10. CRIMINAL ACTIVITY PROHIBITED: You, any member of your household, guest, or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in or on the premises. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate your tenancy, without giving you an opportunity to remedy the default, upon notice requiring you to vacate on or before a date at least five (5) days after the giving of the notice, if you, a member of your household, or a guest or other invitee of yours or of a member of your household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the property 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 Property. 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 necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

11. FIREARMS AND WEAPONS: No weapons are allowed on the Property at any time, including but not limited to guns, knives, air, pellet or BB guns/rifles, explosives, fireworks or sparklers.

12. GUESTS: You may not have any guest reside in your unit for more than 3 consecutive nights within a 1 month period. This includes Tech Village residents from a different unit. Guests will be asked to leave immediately if their presence interferes with the quiet use and enjoyment of the property by other tenants and/or if the number of guests is excessive for the size of the Property.

13. PETS: No pets are allowed in or on the Property at any time.

14. NO SMOKING: No smoking is allowed in or on the Property at any time. The term “smoking” includes the inhalation, exhalation, breathing, burning, or carrying of any lighted or heated cigar, cigarette, pipe, or other tobacco or plant product in any manner or any form. Smoking also includes the use of electronic cigarettes, hookahs, or any device that provides vapor of liquid nicotine and/or other substance to the user. Burning of candles, “wax melters” and/or incense is not allowed.

15. CONDITION OF THE PROPERTY Landlord will provide you with a Unit Condition checklist which you should complete and note any pre-existing damage to the unit. Should you fail to return the checklist to Landlord within 7 days after the start of the tenancy, you will be considered to have accepted the unit without any exceptions. You have had the opportunity to inspect the unit and have determined that it will fulfill your needs and acknowledge that the unit is in good and satisfactory condition, except as noted in the Unit Condition checklist. You agree to maintain the unit during your tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

16. RULES: Landlord may make reasonable rules governing the use and occupancy of the Property. Any failure by you to comply with the rules will be a breach of this Agreement and may result in your eviction. Landlord may amend the rules as needed.

17. BREACH AND TERMINATION: Your failure to comply substantially with any provision is a breach of this Agreement. Should you neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give you written notice of the breach requiring you to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of such notice, and if you fail to comply with such notice, Landlord may declare your tenancy terminated and proceed to evict you from the premises, without limiting your liability for the rent due or to become due under this Agreement. If you have been given such notice and remedied the breach or been permitted to remain in the premises, and within 12 months of such previous breach, you breach the same or any other covenant or condition of this Agreement, this Agreement may be terminated if, Landlord gives you notice to vacate 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This section applies to any lease for a specific term and does not apply to a month to month tenancy. The above does not apply to the termination of tenancy pursuant to Wis. Stats.,- sections 704.17(3m), 704.17(2)(c), and 704.16(3).

You understand and agree that the Landlord, Fox Valley Technical College and the Cosigner of this lease may share information regarding your conduct and/or behavior of your guests or invitees that occurs within the Property.

18. MAINTENANCE AND IMPROVEMENTS: As a condition of your continuing right to use and occupy the unit, you shall maintain the unit and appliances in as clean and as good of condition as they were delivered to you, less normal wear, and tear. You shall not without prior written approval of Landlord do any of the following: (a) physically alter the unit, (b) make any repairs, modifications or improvements to the unit, (c) attach or display anything that substantially affects the exterior appearance of the unit or the Property, (d) drive nails, tacks or screws or apply any other fasteners (other than putty or 3MCommand Strips) on or into any wall, ceiling, floor, or woodwork of the unit or the Property, (e) paint, attach, exhibit, or display in or about the unit or the Property any sign or placard, (f) otherwise materially alter or redecorate the unit or the Property. You shall not cause any contractor’s lien to attach to the unit or the Property nor shall you cause or permit any waste to the unit or the Property.

19. DAMAGE: You shall be responsible for any damage to the unit or the Property, unless caused by the negligent acts or omissions of the Landlord. Damage to the shared kitchen, shared living room or any of the

furnishings in the shared areas will be assessed equally amongst all tenants in the unit if the specific tenant that caused the damage cannot be identified.

20. ASSIGNMENT OR SUBLEASE: You shall not assign this Agreement or sublet the unit.

21. ENTRY BY LANDLORD: Landlord may enter the unit with or without your consent, at reasonable times upon 12 hours' notice to inspect the unit, make repairs, show the unit to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter the unit without notice when a health or safety emergency exists, or if you are absent and Landlord believes entry is necessary to protect the unit or the building from damage. You shall not add or change locks. Denial of access to the unit is a breach of this Agreement.

22. ABANDONED PERSONAL PROPERTY: If you vacate or are evicted from the unit and leave personal property, Landlord may presume, in the absence of a written agreement between Landlord and you to the contrary, that you have abandoned the personal property and Landlord may dispose of it in any manner that Landlord, in its sole discretion, determines is appropriate. Landlord will not store any items of personal property that you leave behind when you vacate or are evicted from the unit except for prescription medicine or prescription medical equipment, which will be held for 7 days from the date of discovery.

23. NOTICE OF DOMESTIC ABUSE PROTECTIONS:

1. As provided in section 106.50(5m) (dm) of the Wisconsin Statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic violence, 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 tenants invited guest.

(b) A person who was the tenants invited guest, but the tenant has done either of the following:

(1) Sought an injunction barring the person from the premise.

(2) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and that tenant has not subsequently invited the person to be the tenant's guest.

2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin Statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statute governs in all instances.

24. NON-LIABILITY OF LANDLORD: Landlord, except for its negligent acts or omissions, shall not be liable for injury, loss, or damage which you may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third-party in or about the unit or the property, (b) delay or 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 damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the unit or the property, appliances, and/or equipment unless Landlord was provided with prior written notice by you of the problem. You agree to hold Landlord harmless from any claims or damages resulting from your acts or omissions, and the acts or omissions of your guests, invitees, and any third parties, including other tenants.

25. RENTERS INSURANCE: Landlord recommends that you purchase renter's Insurance to protect your personal property and to protect you from any liabilities while living in the unit. You understand that if you do not purchase Renter's Insurance that you may not have any insurance coverage should your belongings be damaged or should you be held liable to a third-party and/or the Landlord.

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

27. TIME IS OF THE ESSENCE: Time is of the essence as to the payment of rent and other amounts owed and all deadlines stated under this Agreement.

28. RENTAL DOCUMENTS: You have been given a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to the Landlord accepting any earnest money or security deposit.

29. CONTROLLING LAW: You understand your rights and obligations under this Agreement and that you are subject to the laws of Wisconsin, including chapter 704 and chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances.

NOTE: The Residential Rental Agreement will not become a binding contract until the following has occurred: (a) You and your Cosigner's applications have been approved, (b) Landlord has signed the Residential Rental Agreement and, (c) a \$300.00 security deposit has been received.

You, your Cosigner, and the Landlord must sign this Agreement.

By: _____, agent
GCDL Tech Village, LLC

Date: _____

Your Signature: _____

Date: _____

Your Name: _____
(print)

Parent Signature, if Tenant ("you") is under age 18, parent or legal guardian must sign)

Parent/Guardian Name: _____
(Print)

Parent/Guardian Signature

COSIGNER AGREEMENT

Cosigner, in consideration of Landlord renting the Property/Unit to the Tenant(s) listed above and other good consideration, absolutely, unconditionally, and irrevocably guarantees the full and complete performance of any, and all covenants and obligations under the Residential Rental Agreement. These obligations include, but are not limited to, the payment of rent, late fees, security deposit, utilities, reimbursement for any property damage, re-rental costs, repair costs and any, and all other charges that become due and owing under the Residential Rental Agreement or through any legal action.

Cosigner waives all requirements of notice and of the acceptance of the Cosigner Agreement and all requirements of notice of breach or non-performance by Tenant(s). Cosigner agrees that his/her obligations will continue and will not be affected by any amendments, modifications, renewals or extensions to the Residential Rental Agreement. Cosigner also agrees that his/her obligations will remain in force even if Landlord waives one or more defaults of the Tenant(s), extends the time of performance by Tenant(s), and/or releases Tenant(s) from the performance of their obligations under the Residential Rental Agreement.

Cosigner agrees and understands that all Tenant(s) and cosigners are jointly and severally liable and that Landlord need not exhaust all remedies against Tenant(s), in order for Cosigner to become liable. This means that Cosigner may be individually responsible for paying all amounts that become due and owing under the Residential Rental Agreement.

This Cosigner Agreement shall be binding upon Cosigner and his/her respective heirs, successors, successors in interest, executors, administrators, representatives and assigns.

Cosigner Signature: _____

Date: _____

Cosigner Name: _____
(print)