

LEASE

This Lease shall be governed by, and construed in accordance with, the laws of the state of Wisconsin. Any lawsuit, and venue of any cause of action arising from or relating to this lease or this tenancy, shall be brought only in Dane County, Wisconsin.

TENANTS: _____

LANDLORD: Steensland/Bethel LLC

LANDLORD'S AGENT FOR: COLLECTION OF RENT, MAINTENANCE AND MANGEMENT AND SERVICE OF PROCESS:
Bethel Lutheran Church
312 Wisconsin Avenue
Madison, WI 53703 (608) 257-3577

LEASED PREMISES: 15 West Gorham Street, Apt # _____ Madison, WI 53703

THE ABOVE NAMED LANDLORD AND TENANT (REFERRED TO IN THE SINGULAR WHETHER ONE OR MORE) AGREE AS FOLLOWS:

TERM: First day of Lease Term: _____ Time: 12:00 noon Last day of Lease Term: _____ Time: 12:00 noon

NOTE: This is a fixed term lease and shall expire without further notice. If tenancy is to continue beyond this lease term, both parties must agree in advance in writing

RENT: The monthly rent to be paid during the term of this Lease shall be \$ _____. If the term of this Lease shall not begin on the first day of a month, then the rent payable for such month shall be adjusted pro-rata to reflect the number of days in the first partial month except if provided otherwise herein: Rent for period _____ to _____ shall be \$ _____. Rent for period _____ to _____ shall be \$ _____.

Rent shall be delivered to Agent for Collection of Rent and made payable to Steensland/Bethel LLC. All payments will be first applied to any outstanding portions of the Rent, late fees and other charges owed by Tenant and then applied to the monthly rent currently due. **ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THE LEASE.**

UTILITIES: The tenant is responsible for the following utilities to the last day of the Lease term or extension thereof:

Electric _____ Gas _____ Internet _____
Water & Sewer _____ Trash _____

Tenant is responsible for costs associated with telephone and any upgrade desired to internet/cable services.

SECURITY DEPOSIT: Upon execution of this Lease, Tenant agrees to pay a security deposit in the amount of \$ _____. The deposit, less any amounts legally withheld, shall be mailed or delivered to the tenant as provided in Wis. Stat 704.28(4). Tenant is responsible for giving Landlord his/her new address.

SEVERABILITY: The Lease addendums attached hereto and made part of this lease shall include the provisions on the reverse hereof: Rules and Regulations, Non-Standard Lease Provisions, Drug Free Housing Addendum, Disclosure of Information on Lead-Based Paint Disclosure & Pamphlet, Smoke Detector Agreement, Mold Addendum, Smoke Free Addendum, Furniture Addendum, and Service Credit Addendum. The provisions of this Lease are severable. If any provision is rendered void or unenforceable, the invalidity or unenforceability of that provision does not affect other provisions of this Lease that can be given effect without the invalid or void provision, except as provided in Wis. Stat. 704.44

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

CONTROLLING LAW: Landlord and Tenant(s) understand that their rights and obligations under the Lease are subject to statutes, rules and ordinances, including Chapter 704, Wis. Statutes, Wis. Administrative Code Chapter Ag 134, and applicable local ordinances. All parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

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

SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS

IN WITNESS WHEREOF, the parties have executed this Lease.

Tenant, Jointly & Severally date

Tenant, Jointly & Severally date

Tenant, Jointly & Severally date

Tenant, Jointly & Severally date

Landlord/Agent date

POSSESSION/ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided herein. Until the expiration day specified in the Lease, and so long as the Tenant is not in default, the Tenant has the right to exclusive possession of the premises, except as hereafter provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension or renewal, or its termination in accordance with its terms or the law. Unless otherwise agreed to in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the tenant removes or is evicted from the premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for 7 days from the date of which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail. If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by the Landlord, and less any net rent received by Landlord in renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that the Tenant has removed from the Premises and proceed to re-rent the Premises.

DOMESTIC VIOLENCE SPECIAL CONDITIONS: NOTICE OF DOMESTIC ABUSE PROTECTIONS

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

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

1. To use the Premises for residential purposes only by Tenant named on lease.
2. To not make or permit use of the Premises for any immoral or unlawful purpose or any purpose that will injure the reputation of the Premises, the building of which they are a part of, the Landlord or Landlord's Agents.
3. To not use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under an insurance policy.
4. To not make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To not permit in or about the Premises any pets unless specifically authorized by the Landlord in writing.
6. To obey all lawful orders, rules, and regulations of all governmental authorities, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter Ag 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.
7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the Lease Term, normal wear and tear excepted.
8. To maintain the premises thermostat to at least 55 degrees Fahrenheit in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
9. Unless a Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
 - a. Paint upon, attach, exhibit, or display on or about the Premises, any sign or placard.
 - b. Alter or redecorate the Premises.
 - c. Drive nails, tacks, and screws or apply fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
 - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
10. To not permit any guests or invitees to reside in the Premises without prior written consent of the Landlord.
11. To be responsible for all breaches of this Lease by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.
12. To not assign this Lease nor sublet the Premises or any part thereof without prior written consent from the Landlord. If Landlord permits any assignment or a sublease, such permission shall in no way relieve Tenant or Tenant's liability under this Lease.
13. To vacate the Premises at the end of the term, and immediately deliver the keys, FOBs, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.
14. Smoking is strictly prohibited everywhere in or around the rented premises, and common areas. Tenants are responsible for notifying their household members, guests, and invitees of this smoking prohibition; and tenants are responsible for any violation hereof, which shall be considered a material breach of the Lease.

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

BREACH/TERMINATION: Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tenant neglect or fail to perform and observe any of the terms of the Lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased Premises without limiting the liability of tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach Tenant commits a similar breach, this Lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec 704.17, Wis. Stats. This provision shall apply to any Lease term. If Landlord commits a breach, Tenant has rights, under Chap. 704, Wis. Stats. including secs. 704.07(4) and under Wis. Admin Code Chap. Ag 134.

CODE VIOLATIONS: The Premises and the building of which they are a part of are not currently cited for uncorrected building or housing violations unless a copy of such notices of uncorrected code violations are attached to this Lease. The Premises do not contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees in living areas), no electricity, electrical wiring or components not in safe operating conditions, or structural or other conditions that are substantially hazardous to health or safety.

SPECIAL PROVISIONS/CONDITIONS:

Initial: _____
Tenants Agent

**ADDENDUM TO LEASE
RULES AND REGULATION**

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

1. **RENT:** Rental payments in the form of cash, check, cashier's check or money order are due and payable to Landlord on or before the FIRST day of each month. Checks are presented for payment as they are received independent of the posted date. Cash payments will be accepted for the exact amount only, and tenant must obtain a written receipt. Landlord accepts no responsibility for any cash payment mailed. Receipts are not provided for checks or money orders. All payments will be first applied to any outstanding portions of the Rent, late fees and other charges owed by Tenant and then applied to the monthly rent currently due. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THE LEASE.
 - a. A late fee of \$50.00 will apply to all rents received after the first day of each month. A late fee will be imposed for any month your account has an unpaid rent balance after the FIRST day of the month, with the first partial month's or first full month's installments of rent being due on or before the commencement of the term hereof.
 - b. Checks returned by our bank for any reason will be considered delinquent and applicable late fee will apply, in addition to a \$35.00 return check fee. If a second check is returned, Landlord may require all future payments to be made by money order or certified check.
2. **SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall pay a Security Deposit, in an amount specified above, to be held by Landlord or Landlord's agent. The Security Deposit shall be held by Landlord as security for any damage caused to the Premises, or the building of which the Premises is a part, during the Lease Term. Upon termination of this Lease, the Security Deposit, less any amounts legally withheld, will be returned in person or mailed to Tenants as provided in Wis. Stat. S. 704.28(4). If any portion of the Security Deposit is withheld, Landlord will provide an accompanying itemized statement describing any damage with the cost of estimated cost of repair or replacement and accounting for any amount legally withheld. The reasonable cost or repairing any waste, neglect or damage for which Tenant is responsible, normal wear and tear expected, may be deducted from the Security Deposit. Tenant may not use the Security Deposit as payment of the last month's Rent without the written permission of Landlord. Subject to provisions of Wisconsin Law, all other charges not paid currently shall also be deducted from the Security Deposit. If there are any damages or rent owing at the end of the lease term, all roommates will be equally liable and management may, at its sole discretion, pursue collection from any one or all roommates. Security Deposit refunds will be made jointly to Tenants on the Lease and mailed to the forwarding address of any one of the Tenants.
3. **CONDITION OF PREMISES:** Tenant has seven (7) days after date of occupancy to make an inspection and notify Landlord of any damage or defect in the Premises existing prior to the Tenant's occupancy and no deduction from the Security Deposit shall be made for such damage or defect of which written notification is given within the time stated. Except as stated in the aforementioned notice, Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
4. **MOVE-IN:** Landlord agrees to deliver and maintain the leased premises in a fit and habitable condition in accordance with municipal codes.
 - a. In the event prior tenancy results in deterioration of the condition of the leased premises, Tenant hereby agrees to fully cooperate with Landlord in the facilitation of any repairs and/or cleaning required.
 - b. If Tenant believes additional cleaning is needed upon move-in, Tenant agrees to request Landlord to perform any additional cleaning within 24 hours of obtaining keys.
 - c. Landlord agrees to clean the leased premises and repair any damages caused by prior Tenant within a reasonable time.
 - d. Landlord does not agree to any form of compensation for repairs or cleaning completed by Tenant unless written permission is first given by Landlord for the work prior to Tenant commencing any such work.
 - e. Tenant agrees no improvements or repairs to the leased premises have been promised unless they are specifically outlined in writing.
 - f. Upon move-in of the Premises, Landlord will provide a check-in sheet to Tenant(s) regarding the current conditions of the Premises. Tenant(s) should use check-in sheet to note any pre-existing defects or damages to the Premises. Tenant(s) has seven (7) days to complete check-in sheet and return it to Landlord.
5. **REPAIRS/PAINTING:** Any promise of Landlord made before execution of the Lease to repair, clean or improve the Premises, including the promised date of completion, is listed under Special Provisions or a separate addendum to this Lease. Time being of the essence as to completion of repairs does not apply to any delay beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.
6. **KEY RETRIEVAL:** Keys are available for pick up after 12:00 PM on the first day of the lease term not including weekends or national holidays during normal business hours. Please plan to retrieve your keys and move in packet by appointment Monday thru Friday, 9:00 AM to 4:00 PM. Complete apartment key sets are dispensed to the first person of any multi person group with the retrieving person responsible for individual distribution after retrieval. Keys will not be dispensed unless the first month's rent is paid in full.
7. **SUBLETTING:** The following terms and conditions apply in regards to subletting.
 - a. Tenant may not assign or sublease the Lease without prior Landlord approval.
 - b. The prospective Sublessee(s) must complete an application, and Landlord must approve the application.
 - c. All Tenants, Sublessee(s), and the Landlord must sign the sublet agreement before the sublease becomes a legal amendment.
 - d. Tenant agrees to pay a \$100.00 administrative fee to management. This fee is due when the sublet agreement is executed.
 - e. Tenant agrees to pay a \$500.00 fee for unauthorized subleasing, without affecting Landlord's right to proceed against Tenant for having an unauthorized Tenant.
8. All adults of legal age residing in the apartment must be signed parties to the lease agreement. Tenant may not add new residents without prior written Landlord approval.
9. **GUESTS:** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purpose, (2) engage in activities which unduly disrupt neighbors or tenants in the building in which the Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant is responsible for the conduct of Tenant's guests who visit the Premises. It is required that guests comply with all rules and regulations provided in this lease agreement. Tenant may have no more than two overnight guests per night, and no guest may remain for more than three consecutive nights without prior written consent of the Landlord. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees. Unauthorized occupancy by any person not named on the Lease shall be considered an unauthorized sublet and will be considered a breach of Lease.
10. **LANDLORD'S RIGHT TO ENTER:** Landlord may enter the Premises occupied by the Tenant, at reasonable times with 12 hours advance notice to show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter the premises occupied by the Tenant, at reasonable times with 24 hours advance notice to inspect the Premises or make repairs, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage. Tenant agrees that Landlord may provide Notice of entry to Tenant by telephone, E-mail, or in writing. TENANT AGREES THAT A REQUEST FOR MAINTNENANCE BY TENANT GIVES LANDLORD PERMISSION TO ENTER THE PREMISES. Improper denial of access to the Premises is a material breach of the Lease.

11. **DISTURBANCES:** Tenant agrees to maintain a reasonable level of noise at all times of the day and night, so as not to disturb or disrupt neighboring apartments or properties. Tenant shall fully cooperate with all other Tenants in the building in an effort to maintain a peaceful atmosphere at all times. Tenant agrees not to create and/or maintain a nuisance or other disturbance that infringes upon the comfortable living condition or privacy of other residents. Tenant further agrees not to engage in any retaliatory behavior against a neighbor who makes any complaint about the Tenant. Tenant further agrees that behavior on the part of the Tenant that violates any term on the Rules and Regulations or any Lease document is ground for the fees as stated in the Non-Standard Rental Provisions and/or termination of the Lease by Landlord. No solicitation is allowed in the building.

12. **KEG POLICY:** Kegs and/or barrels of beer are prohibited in or around the Premises. Tenant will be assessed a fine equal to \$500 per occurrence for possessing a keg or barrel of beer in the leased premises or building.

13. Tenant agrees to reimburse Landlord for any municipal fines assessed to Landlord for Tenant's violation of any municipal ordinance.

14. **UTILITIES:** Tenant shall furnish and pay for all charges for telephone service. Upgrade to internet and cable services beyond the services provided by the Landlord will be at the expense of the Tenant. Tenant will be responsible for returning premises to original configuration upon vacating.

15. **BICYCLE/MOPED PARKING:** Bicycle and mopeds are to be stored only in the designated areas and are not permitted to be attached to trees, fences, railings, posts, etc. Bicycles outside of the designated area(s) will be removed. Mopeds/scooters and the like must be stored outside designated bicycle storage area.

16. **PARKING:** Parking is not provided as part of this Lease. Parking in the adjacent parking lot is prohibited by the Tenant, Tenant's guests and invitees. Sidewalks, streets or driveways should not be blocked..

17. **FURNITURE:** Tenant agrees that appliances and furniture owned solely by Landlord shall remain in the interior of the leased premises at all time. Damages caused by furniture being taken or placed outside will be the responsibility of the Tenant. See attached Furniture Addendum.

18. Air conditioners, exposed element space heaters, halogen lights, candles, waterbeds, security systems, dartboards, washers, dryers, or extra refrigerators are not permitted within the leased premises, nor may tenant hang, post or exhibit banners or signs on the exterior doors or exterior of the building. No satellite dishes, antennas, or other electrical connections on or to the building, including but not limited to balconies and porches, without prior written Landlord. Electric extension cords shall not be used in violation of the City of Madison Building Code or in such a manner to connect electrical devices for which the total amperage draw exceeds the amperage rating or protection of the electrical circuit. Coniferous (holiday) trees are not permitted in any dwelling unit, but artificial trees are allowed. Fresh cut wreaths or decorations are not to be hung on apartment entry doors. Tenant shall not keep or use weights or heavy exercise equipment in the building or apartment without the written consent of the Landlord. Personal items shall not be stored in halls, landings or basement, other than in Tenant's storage locker.

19. **WINDOWS/SCREENS:** The cost to repair broken windows, screens, storm windows and blinds are the responsibility of the Tenant. Window screens and storm windows may not be removed under any circumstances. Tenant shall not place anything whatsoever on the outer windowsills or ledges, or display, post or erect anything in or on the windows, door or transom themselves or about the Premises or in the building. Throwing debris from windows is strictly prohibited and may result in immediate eviction, civil and/or criminal prosecution.

20. **SMOKING:** Smoking is strictly prohibited everywhere on the premises, both inside and outside areas, the rented premises, and common areas. Tenants are responsible for notifying their household members, guests, and invitees of this smoking prohibition; and tenants are responsible for any violation hereof, which shall be considered a material breach of the Lease.

21. **GRILLING:** Grilling is strictly prohibited in and around the property.

22. **FIREWORKS:** Fireworks of any nature are not allowed to be ignited on or in any apartment, porch, deck, or common area of any building at any time. Any fireworks ignited by a Tenant or Tenant's guest will result in immediate eviction proceedings.

23. The installation of any permanent or semi-permanent structures or equipment (walls, doors, ceilings, TV racks, bike racks, locks, padlocks, deadbolts, curtain rods, etc.) is strictly prohibited. No large nails, screws, tacks or holes of any sort may be bored through any interior or exterior wall, ceiling, floor, partition, or woodwork. POSTER PUDDY OR ADHESIVE HANGERS ARE NOT TO BE USED. Tenant may use regular picture hangers when hanging pictures on walls only if the holes are patched prior to termination of the Lease.

24. **HARDWOOD FLOORING:** The Tenant is responsible for the proper care of the apartment's hardwood flooring. Scratches, gouges, warping, moisture damage, etc. caused by misuse is not considered normal wear and tear and will be charged to the Tenant's account.

25. **PETS:** No pets are allowed in any apartment under any circumstances.

26. **SMOKE DETECTORS:** Smoke detectors are operational at the time of occupancy. The weekly responsibility of checking the operation of each unit's smoke detectors lies with the tenant. Should a detector not function properly, the tenant shall notify the landlord in writing of such malfunction within 24 hours.

27. **OUTDOOR DECKING/GROUNDS:** Availability and use of the grounds, including decks/porches, landscaped areas, drives, walks, and other common areas is a courtesy to the Tenant and not part of the leased premises. For those apartments so equipped, access to outdoor decks/porches is available provided Tenants are able to use the deck in such a manner as to not inflict damage or injury to the surrounding roof areas, grounds, Tenants, Tenants' guests, or passersby. Throwing or dropping of any article for any reason beyond the deck area and travel beyond the railed and boarded portion of the deck is strictly prohibited and will result in revocation of deck/porch privileges at the minimum with potential eviction from the apartment. This decision is solely based on Landlord's discretion. Grills of any sort are strictly prohibited on any deck, balcony, or roof area and only patio style furniture made of metal or plastic in nature is allowed on decks/porches. Storage of bicycles, strollers, toys, etc. is prohibited. No covering shall be installed on balcony/deck floors. Trash is to be disposed of properly and any trash found on the deck, porches, roof areas, gutters, or downspouts will result in the removal of such trash at the expense of Tenants and the revocation of roof deck privileges.

28. **LOCKOUT:** In the event the tenant has lost a key or is locked out of the apartment or building during normal business hours, tenant shall contact the Agent for Maintenance at (608) 257-3577. A lockout fee of \$35.00 will be assessed. If the lockout is after business hours or on a weekend, Tenant shall contact Capital Lock, Inc. (608) 256-5625 to gain entry and shall be responsible to same for the cost of service. Additionally, lessee shall be responsible for any costs incurred for the replacement of locks resulting from lost, misplaced or unreturned keys upon move-out. Tenant agrees to return and be liable for any and all key(s), and ob(s) upon vacating the apartment. There is a \$25.00 fee for the issuance of duplicate keys or fobs during the term of the lease.

29. **LIGHTING:** If replacement light bulbs are required, they must be purchased by the lessee and must be identical or like-kind replacement bulbs.

30. TRASH: All trash must be bagged and removed frequently from the premises and placed in the applicable containers in the designated area only. Trash shall not be placed on the ground. Tenant is not allowed to place any trash in or about the Premises. Recyclable materials must be placed in the appropriate containers in accordance with local recycling guidelines. Tenant shall comply with any recycling rules, regulations and ordinances imposed. The disposal of waste, furniture, appliances, etc. during the course of the Lease that does not meet City of Madison waste removal requirements is the responsibility of the Tenant to remove these items at their own expense. Trash not disposed of in the designated area by the Tenant will result in trash removal charges for each item improperly placed.

31. EQUIPMENT OR STRUCTURE FAILURE: In the unlikely event of equipment or structure failure, i.e., refrigerator, oven, roof, window, laundry equipment, etc., Landlord will make timely and reasonable efforts to repair such equipment or structure as possible during normal business hours. Should there be any loss to Tenant's possessions for any reason due to equipment or structure failure, reimbursement for such items' loss shall be solely compensated via Tenant's renters' insurance coverage. Landlord assumes no responsibility for reimbursement of any of Tenant's personal possessions, alternative lodging needs, or rental fee abatement as the result of equipment or structure failure.

32. MAINTENANCE: Landlord, under section 704.07, shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall fully cooperate with Landlord's performance of maintenance. Tenant shall maintain the Premises under Tenant's control in clean and in as good general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part. Landlord shall keep heating equipment in a safe and operable condition. Tenant shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which they are located. Basic electrical and heating utilities are required to be maintained throughout the duration of the lease term. Tenant shall not tamper with any part of the heating, lighting, plumbing, electrical, smoke and fire detection or other life safety devices, refrigeration, laundry apparatus or controls in or about the leased premises or the building containing said equipment. No telephone, cable/internet or electrical connections shall be added without the written permission of the Landlord. Tenant agrees to inform Landlord of all needed maintenance and/or hazardous or potential hazardous conditions which develop on or near the premises.

33. HOUSEKEEPING: Tenant agrees to maintain all interior and exterior areas, including lawn/grounds, of the leased premises clean and in sanitary condition, free of trash, rubbish, debris, food, etc. at all times. Tenant agrees not to permit any deterioration or destruction to occur while occupying the Premises and to maintain the walls, woodwork, floors, furnishings, fixtures, appliances, windows, screens, doors, plumbing, air conditioning, heating, electrical and mechanical systems as well as the general structure and appearance of the property for the duration of the lease term. Failure of Tenant to maintain an acceptable level of housekeeping will result in cleaning services initiated by Landlord with Tenant responsible for the cost.

34. DAMAGES: Whenever damage is caused by the carelessness, misuse, neglect or intentional acts on the part of Tenant or Tenant's guests or invitees, Tenant agrees to pay for the cost of all repairs and labor within 30 days of Landlord's demand for payment. Physical damage includes, but is not limited to:

- a. Damage caused by smoke or candles resulting in yellowing, residue, odor or any other smoke-related damage, not considered normal wear and tear, and repair or replacement damages will be charged accordingly. Additionally, candles, halogen lights, exposed element space heaters or any other high temperature devices are prohibited.
- b. Painting or wallpapering of any surface, driving screws, brackets, or large nails into walls.
- c. Fire or water damage, broken doors, cracked windows, holes in walls or screens, etc.
- d. Damage resulting from plugging of any free-flowing drains due to placing of tampons, sanitary napkins, or other inappropriate items in toilets or other plumbing fixtures. Damage includes water damage to walls, floors or ceilings, etc. due to overflow. Landlord requires tenant to provide their own plunger.
- e. Damage to carpet or other flooring as a result of using tape or any other adhesive or chewing gum being stuck.

The cost for repair of any damage to the Premises or building will be charged to the Tenant at professional rates for supplies and labor. Landlord may require payment at any time, including advance payment for repairs for which Tenant is liable. Any delay in Landlord's demand for payment does not constitute a waiver.

35. MOISTURE ACCUMULATION: To minimize the occurrence and growth of mold, Tenants are required to remove any visible moisture accumulation or discoloration in or on the Premises including on walls, windows, floors, ceilings, and bathroom fixtures. Spills are to be thoroughly dried as soon as possible after occurrence. Bathroom and kitchen exhaust fan use is required. Tenants are required to promptly notify Landlord in writing of the presence of any water leak, excessive moisture, standing water inside the apartment or any community common area, surface discoloration in or on the apartment that persists after Tenant has tried unsuccessfully to remove it with household cleaning solution such as Tilex Mildew Remover, Lysol, or a water/bleach solution or a malfunction in any part of the heating, air-conditioning, or ventilation system in the apartment. Tenant shall supply and use a shower curtain, and Tenant is responsible for damage from leaking or standing water from lack of use of such curtain.

36. STORAGE LOCKERS: Landlord makes no guarantee as to security of any common storage area and assumes no liability for items misplaced, stolen, damaged or otherwise harmed. Articles left in the storage after the lease expiration are subject to removal without notice or reimbursement. Landlord reserves the right to enter the storage locker and remove any contents which may pose a threat to the building or persons or are otherwise deemed noxious or offensive.

37. PESTS: Tenant shall maintain a clean pest-free environment. Landlord provides pest control service and should be notified immediately if problems with pests arise. Tenant agrees to allow Landlord, without interference, to engage in chemical and mechanical pest control measures within the Premises and the building and grounds wherein the Premises is located. Landlord makes no guarantee to provide Tenant with alternative housing due to pest control issues as long as the issue is resolved within a reasonable time frame.

- a. Tenant shall receive at least 24 hours prior written notice with instructions for preparing the leased premises for treatment.
- b. Tenant agrees to fully cooperate with Landlord and pest control service, and properly prepare the leased premises as necessary.
- c. If the leased premises are not ready and a re-treatment is necessary, or management or pest control personnel must prepare the unit for treatment, a minimum rate of \$39.50 per hour preparation fee will be assessed to Tenant for failure to properly prepare.

38. SECURITY: Notwithstanding any security measures at the property, Landlord is not responsible for providing security relative to Tenant, Tenant's guests, or the leased premises. Tenant agrees not to prop exterior doors open or to allow any unauthorized individuals into the building. Tenant also agrees to keep Tenant's leased premises door locked at all times, except when entering and leaving. Tenant shall promptly inform the authorities of the presence of any unauthorized person(s) in or about the common areas of the premises, or the building of which the Premises is a part of. Tenant agrees to hold the Landlord harmless for the bad acts of third parties, except when caused by the negligent acts or omissions of the Landlords.

39. RE-RENTAL/BREACH OF LEASE: Tenant agrees to pay the Landlord's agent an administrative fee in the event that the leased premises needs to be re-marketed due to Tenant breaching this Lease. If breaching this lease agreement prior to lease commencement, the fee will be \$200.00. If breaching this Lease after lease commencement, the fee will be \$300.00. The administrative fee is in addition to any other costs or losses associated with re-renting the leased premises.

40. VACATING THE APARTMENT: When Tenant(s) vacates the premises, Tenant(s) must turn it over to the Landlord in the same clean condition in which Tenant(s) received the Premises, less normal wear and tear. Tenant(s) must contact the Landlord to arrange a check-out time. A forwarding address must be left with the Landlord. Failure to do so may be considered a violation of Sec. 943.215 Wis. Stats., "Absconding without paying rent", in the event rent is still due. All keys are property of the Landlord and must be returned when vacating the Premises."

41. **RENTER'S INSURANCE:** Each resident is **required** to carry his/her own insurance, as the Landlord's insurance does NOT cover the tenant's personal property in any common area, apartment, or storage area against fire, water, sewer backup, storm, theft, electrical/mechanical failure or damage of any other nature, except when caused by the negligent acts or omissions of the Landlord. It is Tenant's responsibility to obtain renter's insurance to insure personal property from loss. The policy shall be issued by a company licensed to do business in Wisconsin and shall have a minimum limit of liability for bodily injury and property damage of \$100,000. Proof of renters insurance must be provided prior to move-in.

42. **DAMAGE BY CASUALTY:** If the Premises are partially damaged by fire, water, or other casualty, the Premises shall be repaired as soon as reasonably possible by Landlord and rent abates to the extent the Tenant is deprived of the full normal use of the premises. If the damage is so extensive as to render the Premises untenantable, the rent shall abate until the repairs are made; or this Lease may be terminated by either Tenant or Landlord and the rent pro-rated to the date of damage unless Landlord proceeds promptly to repair or rebuild the premises. In the event the fire, water, or other casualty is caused by the negligence or improper use of Tenant, Tenant agrees to compensate Landlord for all costs incurred as a result of the damage, and rent shall not abate during the period of repair.

43. **CONSERVATION:** Tenant shall use best efforts to conserve water, heat and electricity and shall report running toilets and faucets to the Landlord. Tenant will not allow water to run, except when in actual use.

44. The Department of Revenue does not require Landlords/agents to complete homestead tax credit forms for Tenants. Please keep your receipts and/or copies of canceled checks, as you feel appropriate.

45. **BINDING EFFECT:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

46. **HEADINGS:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

Tenant, Jointly & Severally date

Tenant, Jointly & Severally date

Tenant, Jointly & Severally date

Tenant, Jointly & Severally date

Agent/Landlord date