MOVE-IN DATE	LEASE TERM	MONTHLY RENT	_____ R#
/ /	From 3pm to 11am on / / / /	$_____ if received by the 1st day of the month, if received after that day, $50.00 more shall be due for that month _____ Initial	TOTAL SECURITY DEPOSIT $_____

RESIDENTIAL LEASE

Parties
Premises
Term
Rent

It is mutually agreed upon by **S.C. SWIDERSKI, LLC** Lessor, and _____ Lessee, jointly and severally, the Lessor does hereby lease to Lessee the following described premises in the State of Wisconsin located at _____ for the term and rent described above. First months rent is due and payable on the first day of _____20_____, and the entire monthly rent shall be paid on the first day of each month thereafter. If this is a month-to-month lease or if by operation of the terms hereof a month-to-month tenancy is created hereunder. **Lessee agrees not to vacate the premises during the months of November, December, January and February; if Lessee vacates in violation hereof, it will be treated as a sublease (see below) and Lessee shall pay for any rent loss and utility costs during those months.**

Initial_____

Residents

There shall be no more than _____ occupants living in the premises during Lessee's tenancy, $_____/mo. penalty per extra person.

Place of Payment

Payments hereunder are to be made to **401 RANGER STREET, MOSINEE, WI 54455.** Notices and papers for Lessor must be sent to the same address, or such other place as Lessor shall designate in writing. Late charges shall be treated as rent.

Heat & Utilities

Lessor/Lessee is to furnish heat at his expense. Lessee agrees to maintain a reasonable amount of heat in cold weather to prevent damage to water pipes, etc. Should any damage occur because of Lessee's failure hereunder, Lessee shall be held responsible for damage. Lessee is responsible for his own electric bills; Lessor/Lessee shall pay sewer and water charges. **Utility charges shall be considered as rent.**

Security Deposit

Lessee agrees that the security deposit in the amount set forth above shall be held by Lessor and may be commingled with Lessor's operating funds. Lessee waives interest on security deposit and on any pre-paid rent. **THE SECURITY DEPOSIT IS NOT RENT** and Lessee may not use it as rent, but is a deposit which will be returned to Lessee after he vacates premises and returns all keys to Lessor; premises must be left in clean condition and ready for the next occupant. By "clean condition and ready for the next occupant" it is meant clean and the better of: (1) the condition of the premises when turned over to Lessee; or (2) The condition of the premises following the completion of any work performed by either party to improve the premises (normal wear and tear is expected). All sums due under the lease may be set off against security deposit.

Lessee agrees to the assignment of security deposit to new Owner in the event of the sale of the property.

Shortened Term

The term of this lease may be shortened in the event the premises are sold if the new owner provides Lessee at least 60 days notice of termination of tenancy.

Termination - 60 Day Written Notice to Vacate Initial_____

Under all circumstances, Lessee must give AT LEAST sixty (60) day WRITTEN notice to the Lessor informing of their intent to vacate apartment. Lessor MUST receive notice before the first day of a month. If the notice is received after the first of the month, the 60 day notice will NOT start until the following month.

Renewal

Initial_____

The renewal of this lease is not automatic. If the Lessor does not receive WRITTEN notice of termination of tenancy at least 60 days prior to the last day of Lessee's final month of lease commitment and if Lessor does NOT receive a signed lease extension from the Lessee; this lease will convert to a month to month arrangement upon lease expiration date. The monthly rent will automatically increase by $25 for month to month tenancy along with any rent increase initiated by the Lessor.

As part of your month-to-month tenancy, you are still required to give a written notice of termination of tenancy at least 60 days prior to the last day of Lessee's final month.

If Lessee fails to give proper written notice to Lessor, Lessee will be held responsible for the rent on the apartment until the apartment is re-rented and begins producing revenue, in accordance with the lease contract.

In all cases, Lessee is obligated for rent monies through the last day of the final month of lease commitment. Lessee agrees to vacate the premises by 11:00am on the last day. After Lessee leaves the premises, he shall be liable for the premises as though still in possession for all damages thereto until he has delivered the keys to Lessor. The burden of proof of delivery of such keys is on Lessee.

Breach of Lease

In the event Lessee violates any of the terms of this lease, Lessor may serve the statutory five or 14 day notices as though Lessee's tenancy was tenancy for one year or less. In the event Lessee is evicted for failure to abide by the terms of this lease, or otherwise leaves the premises prior to the expiration of this lease, he shall remain liable for all rental loss through the end of this lease.

Waiver

In the event either party defaults on any requirements of this lease and the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this lease or any indication that later defaults shall result in a similar failure to act (waiver). **All tenants if more than one, are jointly and severally liable for the full amount of any payments due under this lease.**

Application

If Lessee makes representations to Lessor on a rental application or otherwise which induce Lessor to enter this lease and Lessor thereafter discovers one or more material falsehoods in said representations, Lessor may cancel and rescind this lease upon written notice as though this was a month-to-month tenancy.

Terms

The terms "Lessor" and "Lessee" as used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions hereof shall bind all parties, their heirs, successors, and assigns.

Lessee Has Examined Premises

Lessee has examined and knows the condition of the premises and has received the same in good order and repair except as otherwise noted and endorsed by both parties on the Tenant Check-in form. Lessee shall have seven days after the beginning of occupancy to advise Lessor, in writing, of any other damages which existed prior to his occupancy.

Lessee's Property

Lessee is responsible for insuring his personal property and expressly waives any claims against Lessor for loss or damage thereto by reason of fire, theft, act of God or other causes (other than Lessor's conscious act or active negligence).

Lessee' Duties

Lessee agrees to assume the following duties: (1) To notify Lessor (not a tradesman working for Lessor) of needed repairs and to do so in writing, except for emergencies; (2) To allow Lessor/service personnel to enter premises at reasonable times or with reasonable notice to inspect, repair, improve, show or comply with applicable laws or regulations. Lessor may enter without notice upon consent or request of Lessee for maintenance services or when a health, safety or repair emergency exists; (3) To use the premises only for lawful residential purposes; (4) To obey all lawful orders, rules and regulations of all government agencies; (5) To obey Lessor's rules and regulations; (6) To leave all alterations/improvements to the premises for Lessor's benefit; (7) Not to assign this lease or sublet premises without prior written consent of Lessor; (8) Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks without written consent of Landlord which will not be unreasonably withheld. 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. A copy of the said rules and regulations being attached hereto and incorporated herein by reference have been received.

Rules Initial____

Smoking Initial____

Smoking is NOT permitted inside the Apartment, nor the Apartment building; when smoking outside, tenant and/or tenants guest and invitees, must maintain a minimum distance of 15 feet from building (on ground floor only).

Parking

Parking space(s) are included with unit, location shall be determined by Lessor. One Outdoor Parking Space _____, Garage _____, Carport _____.
NO outdoor storage of boats, trailers, motor homes, recreational vehicles, unlicensed vehicles, or disabled vehicles on the premises.

Abuse Initial_____

"**704.14** Notice of domestic abuse protections. A residential rental agreement shall include the following notice in the agreement or in an addendum to the agreement:

(1) As provided in section 106.50 (5m) dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
   a. A person who was not the tenant's invited guest.
   b. A person who was the tenant's invited guest, but the tenant has done either of the following:
      i. Sought an injunction barring the person from the premises.
      ii. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

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

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

Copy

Lessee acknowledges that he has read and understands this document and the he will receive a copy upon full execution.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the lease date written above.

Lessor:

_____ (Seal)

_____ (Date)

Lessee:

_____ (Seal)

_____ (Seal)

_____ (Seal)

GUARANTORS OR LESSEE:
In consideration of Lessor's agreement to this lease, the undersigned guarantee(s) the payment of all amounts due under the lease and the performance of the covenants by Lessee.

_____ (Seal)
Guarantor

_____ (Seal)
Guarantor

EQUAL HOUSING OPPORTUNITY

White - Office Yellow - Resident Pink - Manager

HEAD ONLY