

1

Terms of Tenancy

1.1 MOVE-IN DATE & LEASE TERM

Move-In Date: <<Move-in Date>>. Lease Start date: <<Lease Start Date>> at 3pm to Lease Ending date of <<Lease End Date>> at 11am.

1.2 MONTHLY RENT & SECURITY DEPOSIT

<<Monthly Charges>> Rent must be received by the 1st day of the month. If received after that day, \$50 more shall be due for that month.

Total Security Deposit: <<Security Deposit Charges>>

Security Deposit is due upon signing of this lease.

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

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2

Residential Lease

2.1 PARTIES, PREMISES, TERM, RENT

It is mutually agreed upon by S.C. Swiderski Lessor, and <<Tenants (Financially Responsible)>> Lessee, jointly and severally, the Lessor does hereby lease to Lessee the following described premises in the State of Wisconsin located at <<Property Name>> <<Unit Address>> for the term and rent described above.

First months rent is due 14 days after Lease has been signed, and the entire monthly rent shall be paid on the first day of each month thereafter. **In addition, if this is a month-to-month tenancy, or if by operation of the terms hereof a month-to-month tenancy is created hereunder, said tenancy becomes a lease for the months of November, December, January, and February. Then commencing in March, the month-to-month tenancy resumes.**

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2.2 RESIDENTS, PLACE OF PAYMENT, HEAT UTILITIES, SECURITY DEPOSIT, SHORTENED TERM

There shall be no more than named individuals identified in this lease living in the premises during Lessee's tenancy. \$100.00/month penalty per extra person.

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.

Lessor 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 shall pay sewer and water charges. **Utility charges shall be considered as rent.**

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.

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.

2.3 TERMINATION - 60 DAY WRITTEN NOTICE TO VACATE

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.

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2.4 RENEWAL

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. Landlord will make reasonable efforts to mitigate damages by advertising and showing apartment to re-rent.

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.

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2.5 BREACH OF LEASE, WAIVER, APPLICATION, TERMS, LESSEE HAS EXAMINED PREMISES, LESSEE'S PROPERTY

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.

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.**

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.

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 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 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).

2.6 LESSEE'S DUTIES, RULES

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.

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2.7 SMOKING

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 buildings. The term "smoking" includes the inhalation, exhalation, breathing, burning or carrying of any lighted or heated cigar cigarette, pipe or other tobacco product or plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes or any similar electronic device that provides vapor or liquid nicotine and/or other substances to the user.

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2.8 ABUSE

“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 person who was not the tenant’s invited guest.
- A person who was the tenant’s invited guest, but the tenant has done either of the following:
 - Sought an injunction barring the person from the premises.
 - 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.”

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2.9 DISPOSAL

Disposition of Personal Property Left by Tenant. Unless otherwise agreed to in writing, if Tenant removes from the Premises and leaves personal property, Landlord will not store Tenant’s personal property. Landlord may presume the personal property owned by Tenant or by others is abandoned and may dispose of the abandoned personal property in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which the Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it.

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2.10 ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION

Landlord may, but is not required to, provide the following information and/or documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve any portion of the Premises made by Landlord prior to entering into the rental agreement with Tenant, (d) advance notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

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

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3

Rules & Regulations

3.1 RULES & REGULATIONS

1. For the comfort, convenience and benefit of all tenants, and to insure proper use and care of the premises, **Lessee shall comply with all these Rules and Regulations** and shall not be permitted to:
 1. NO PETS ALLOWED OR VISITING PETS WITHOUT THE LESSOR’S PRIOR WRITTEN CONSENT.
 2. Allow any sign, placard, advertisement or notice to be displayed either inside or outside the building without the Lessor’s prior written consent.
 3. Allow any item to be thrown or dropped from windows or balconies, or to throw or sweep dirt out of the building, beat or shake rugs upon or from any window, balcony, door or any other opening.
 4. Cover or obstruct any window, door or transom with any items not approved in writing by Lessor.
 5. Drive or drill screws, large nails or sticky fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises. Up to 10 small nail holes per room throughout the apartment are allowed. Upon departure we ask that all nails be left in the wall. We will remove, repair and paint at no charge. If the walls are patched improperly or if larger nails are used, you will be charged for this repair work. Absolutely no holes should be put in the ceiling.
 6. Allow water to run except when in actual use.
 7. Use balconies or patios for any purpose whatsoever other than a place to stand or sit, or store thereon object or equipment other than normal balcony furniture. They may not, as an illustration, be used to hang clothing, rugs, wash or items on, or as a storage depository of any kind, including but not limited to bicycles, strollers, wagons, toys, etc. No item or object may under any conditions be thrown or dropped off the balcony or porch. No covering shall be installed on balcony floors.
 8. Permit the premises to be used for the operation of any business.
 9. Loiter in any common areas of the property.
 10. Use of a grill is acceptable but must be 15 feet away from any vehicles or structures.
 11. No live Christmas trees.
 12. Shall not vacuum or wash/dry clothes after 9:30 p.m. as a courtesy to other tenants in the building.
 13. Absolutely NO candle burning is allowed in the apartments.
2. Lessee, Lessee’s occupants, guests and invitees shall not become intoxicated, disorderly, harass or solicit residents, their guests, or others, create or cause any odors or create

- or permit any unnecessary, unreasonable or improper noise or disturbance in or about the premises or the building of which the premises are a part, including, and not be way of limitation, the operation of a radio or television set or playing of a musical instrument or singing in a manner or at times which might be objectionable to other tenants.
3. Lessee shall be responsible for removal of any snow accumulation from balcony.
 4. All keys and pass cards are for Lessee's sole use. Lessee may not duplicate any keys without permission from Lessor. In the event the Lessee fails to return ALL keys and pass/key cards obtained from Lessor within 24 hours after surrendering the premises, ALL costs of rekeying or replacing said locks shall be paid by Lessee upon billing and may also be deducted from Lessee's security deposit. When opening security door, please do not use key as handle. Tenants are responsible for any damage caused by this.
 5. The streets, sidewalks and entrances shall not be obstructed in any way or used by Lessee for any purpose other than for ingress or egress.
 6. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles shall be taken in or removed through the doors of the building, and all damage to the building caused by the moving or carrying of articles shall be paid by the Lessee. Riding of bicycles, tricycles, etc. inside the building is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or doorways.
 7. All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. In the event it becomes necessary, Lessee shall comply with any RECYCLING RULES, REGULATIONS AND ORDINANCES IMPOSED.
 8. Lessee shall keep the glass and/or screens in the windows and doors clean and in good repair and shall pay for the cost to replace any broken glass or screens with equal quality and size as any that may be broken; Lessee will pay for the cost to replace all electric bulbs, shades, or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, or other parts of premises.
 9. In the event Lessee fails to pay any utility charges when due, then Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee including utilities to last day of lease term or extension thereof.
 10. Availability and use of recreational facilities, landscaped areas, drives, walks, other common areas, lockers, storeroom, wash machine, dryer or storage space in the building used by the Lessee is furnished gratuitously and is not a part of the leased premises. The Lessor shall not be responsible for any loss or damage to any property, or to any person making use of the same. Lessee, in making use of such spaces, does so at their own risk.
 11. Lessee expressly agrees that Lessor shall not be liable to Lessee or others, including Lessee's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause whatsoever, other than the negligent acts of Lessor. **It is the responsibility of the Lessee to provide insurance for their personal property.**
 12. Lessee shall not meddle with or interfere in any way with any part of the heating, air conditioning, lighting, plumbing, electrical, smoke and fire detection or other life safety devices, refrigerating or laundry apparatus or controls in or about the leased premises or the building containing said equipment, nor shall Lessee install any said apparatus without Lessor's prior written consent.
 13. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the demised premises without the prior written consent of the Lessor. The Lessor is authorized to remove, at the expense of the Lessee, any such apparatus erected without such written consent.
 14. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid by Lessee.
 15. All heavy furniture is to have casters to protect flooring. Placement of rugs or door mats in the common hallway outside the apartment is not allowed.
 16. Lessor may, at any reasonable time authorized by law, enter said premises for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law.
 17. Lessor shall not be responsible to Lessee for any non-observance of rules and regulations on the part of other tenants. Lessor reserves the right to amend any Rules and Regulations at any time upon 28 days written notice to Lessee. Any violation of these rules and regulations constitutes a material breach of tenant's rental agreement and may result in termination of tenancy and eviction.
 18. **Windows and doors must be closed whenever the heat is on.**
 19. Painting shall be done only when necessary, by Lessor only, but in no event more frequently than every three years, except for damage not caused by the Lessee, Lessee's occupants, guests or invitees. If it shall become necessary to paint the premises, or any part thereof, sooner than three years from the date of the previous painting, because of misuse by the Lessee, Lessee's occupants, guests or invitees, the cost of such painting shall be charged to the Lessee, such cost to be prorated on a three year basis.
 20. During tenancy, and at the time of move-out, the Lessee/s must notify the office of any large items to be disposed of (**Ex: couches, mattresses, dressers, all electronics, etc.**) There is a fee generated from disposal services to remove such item, in which, the Lessee is to be held responsible.
 21. The Lessee agrees to notify the Lessor **IMMEDIATELY IN WRITING** if any smoke detector is not operating properly. Lessee understands that tampering with any smoke detector in any manner is illegal and shall constitute a breach of this Lease and Lessee is subject to maximum penalty permissible by law. If the fire department is called due to smoke and/or fire, Lessee will be responsible for any charges incurred due to Lessee negligence or unjustified fire calls.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4

Parking Rules, Vehicle Registration, & Snow Policy

4.1 PARKING RULES

Only vehicles authorized by this registration may be parked on property. All Residents and their guests must observe all parking regulations listed below, posted on the Property, or indicated by local authorities.

1. Parking in the outdoor parking lot is on a first come, first serve basis. There are no assigned parking spaces. Each apartment includes one outdoor parking space (for 1st Primary Vehicle) and one garage (for 2nd Primary Vehicle).
2. Urban West: At our Urban West location in Wausau, WI the parking arrangement is different due to the underground parking ramp. Most units include one reserved underground parking space (for 1st Primary Vehicle) and one outdoor parking space (for 2nd Primary Vehicle).
 1. Studio Units **Do Not** Include an underground parking space, instead they include one Reserved outdoor parking space (for 1st Primary Vehicle) and one unreserved outdoor parking space (for 2nd Primary Vehicle).
3. It is recommended to keep your valuables in the garages safe from strong rain or melting snow by elevating them off the ground & keeping valuables in totes.
4. Alternate Vehicles, and tenant's guests or invitees, may not park in tenant primary parking spaces.
5. Parking in a designated handicapped space is prohibited without tags or a hang-tag issued by the local government.
6. Landlord is not responsible to provide alternate parking if portions or the entire parking lot is closed due to snow, ice, or repairs.
7. No boats, trailers, buses, or commercial vehicles will be permitted on the parking lots or driveways without the prior written consent of Landlord.
8. Parking and/or driving on grass or the placement of any vehicle on a patio or balcony is prohibited.
9. Resident agrees to register their vehicle with Landlord and provide immediate notification of changes.
10. No mechanic repairs or washing of motorized vehicles, bike in or on any part of the building, premises, parking lots, garages or driveways.
11. Vehicles must be licensed, registered, and maintained as not to drip fluids or cause damage to landlord's property. If tenant's vehicle causes damage to the property, such costs to repair, will be the tenant's responsibility.
12. No parking overnight on streets or roadways, unless permitted by city ordinances.
13. Resident agrees to remove their vehicle(s) from the parking areas on the date of the expiration or termination of residency.

Up to 2 Primary Vehicles permitted (if 3rd & 4th, they will be secondary and based on Availability: <<Vehicle Information>>

4.2 SNOW POLICY

During and after a snow fall, please make sure your vehicles are moved throughout the day to allow the plow to efficiently clear the snow. Consider parking in your garage. If your vehicle has to be parked outside, please relocate to the cleared portion of the parking lot. In the event of snow removal services in the parking lot, if vehicle is not moved within 24 hours of being notified through posting, phone call, text, or email, **tenant will be subject to a \$25.00 fine**. Please communicate with site manager regarding designated parking area if vehicle will be unattended for an extended period of time.

By initialing below, you acknowledge and agree to the terms in Section 4.

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5

Nonstandard Rental Provision

5.1 PROFESSIONAL CARPET CLEANING

Carpets must be professionally cleaned at time of move-out at the expense of the tenant. Self-Serve or Hand Machines are not permitted. Paid receipt must be left behind on the counter.

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5.2 BREACH OF LEASE

Tenants are responsible for their lease through the lease expiration date. In the event a tenant moves out prior, and a new tenant is found, a Breach of Lease Administrative Fee may apply. \$400.00 charge is assessed to cover the costs involved in showing the apartment, lease signing, and advertising expenses and may be deducted from security deposit. Landlord will make reasonable efforts to mitigate damages by advertising and showing apartment to re-rent.

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5.3 LATE FEE

A late fee of \$50.00 will be assessed as set forth in the rental agreement upon all late rental payments. These fees may be deducted from tenant's security deposit.

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5.4 INSUFFICIENT FUNDS

If any payment by tenant is returned unpaid due to insufficient funds or for any other reason, tenant will be charged a fee of \$25.00 per occurrence. If landlord incurs any other costs 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.

By initialing below, you acknowledge and agree to the terms in Section 5.

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5.5 KEYS AND GARAGE REMOTE(S)

If tenant fails to return any keys and garage door openers provided by landlord when vacating, tenant will be assessed a fee of \$10.00/ key and \$25.00/garage remote. These fees may be deducted from the tenant's security deposit.

6
Sign and Accept

6.1 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 here under set their hands and seals as of the lease date written above.

X _____
Initial Here

X _____
Lessee

Date Signed

5.6 MAINTENANCE LABOR

Tenant is responsible for any damage to the unit. The unit should be left in the same condition as it was when tenant moved into the unit. If there is damage, tenant will be assessed the actual costs incurred by landlord at \$35.00/hour plus the costs of any materials. Such fees and costs may be deducted from the security deposit.

X _____
Lessor

Date Signed

5.7 CLEANING LABOR

Tenant agrees to place the residence in an overall clean condition at move-out. If the residence is not clean when Tenant vacates, management's employees or an independent cleaning company will undertake the work, and the wage rate assessed to Tenant shall be at a minimum rate of \$22.00 per hour.

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5.8 FINES

Tenant agrees to abide by the snow policy, and will relocate your vehicle(s) within 24 hours of being notified or will be subject to a \$25.00 fine. Such fines may be deducted from the security deposit.