

# 1

## Moving In - General Information

### 1.1 PARTIES & PREMISES

*This is a legal binding contract. Read carefully before signing.*

Lease Contract is between *you*, the resident(s) (listed below) <<Tenants (Financially Responsible)>>

and *us*, the owner: S.C. Swiderski, LLC.

You've agreed to rent;

<<Property Name>> <<Unit Address>>

(the "*apartment*" or the "*premises*") for use as a private residence only. The term "you" and "your" refer to all residents listed above. The term "we" or "us" and "our" refer to the owner listed above (or any of the owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, their signature is required on this Lease Contract.

### 1.2 OCCUPANTS

The apartment will be occupied only by you and additional occupants under the age of eighteen (18) (list all other occupants not signing the Lease Contract):

<<Other Occupant(s)>>

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month.

### 1.3 MOVE-IN DATE & LEASE TERM

<<Move-in Date>> at 3 PM is the Move In Date.

<<Lease Start Date>> at 3 PM begins the Lease Contract Start Date, and ends on

<<Lease End Date>> at 11 AM.

Note: An apartment for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration. Tenant is responsible to provide a written **60 Day Notice** to end their Lease Contract.

### 1.4 SECURITY DEPOSIT

<<Security Deposit Charges>> is Total Security Deposit.

<<Total Additional Deposits>> Additional Security Deposit (if applicable):

This is the total security deposit at the time of execution of this Lease Contract for all residents in the apartment. Security Deposit is due upon signing of this Lease Contract.

**Check-in procedures; pre-existing damages:** Before accepting your security deposit you will be: (1) allowed to inspect the dwelling and notify us of any pre-existing damages or defects; and (2) provided (within the period remitted by law and upon written request) with a list of physical damages charged to the previous resident's security deposit and other information that may be required under WIS ADMIN. CODE 134.06.

Landlord may commingle security deposit with operating funds. Tenants waive interest on security deposit and on any pre-paid rent.

### 1.5 KEYS

You will be provided 3 apartment keys, 1 mailbox key, and 1 garage remote per stall. Westhaven Apartment tenants receive in addition, 3 hallway keys and 1 garage key. Urban West Tenants receive in addition, 1 key FOB. If the key, FOB, or garage remote is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the cost for the replacement and/or repair of the same.

### 1.6 MONTHLY RENT & CHARGES

<<Monthly Charges>> You will pay the above per month for rent, payable on or before the 1st day of each month (due date), in advance and without demand.

\* Pay online via your Tenant Portal

\* Mail to: **401 RANGER STREET, MOSINEE, WI 54455**

\* Work with your banking institution to set up an ACH monthly transaction

Cash is unacceptable. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automate Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason.

If you do not pay all rent on or before the **5th day of the month**, **you will pay a late charge of \$50.00**. You will also pay charge of **\$25.00 for each returned check or rejected electronic payment**, plus a late fee charge. If you don't pay rent on time, you'll be delinquent and all remedies under state laws and this Lease Contract will be authorized. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

### 1.7 UTILITIES

We'll pay for heat, sewer and water.

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities (other than cable TV/Internet) to be disconnected for any reason - including disconnection for not paying your bills - until the Lease Contract term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted.

You will comply with all local regulations and rules regarding trash disposal and recycling on the property. Where required, we will provide notices about trash disposal and recycling.

## 1.8 INSURANCE

We do not maintain insurance to cover your personal property or personal injury. We strongly recommend you to get your own insurance for losses to your personal property or injuries due to slip & falls, theft, fire, water damage, pipe leaks and the like.

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

X \_\_\_\_\_  
Initial Here

# 2

## Special Provisions and "What if" Clauses

### 2.1 SPECIAL PROVISIONS

The following or attached special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

### 2.2 DAMAGES AND REIMBURSEMENT

You must promptly pay or reimburse us for loss, damage, consequential damages, government fines, or cost of repairs of service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract, unless caused by negligent acts or omissions of the owner. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

### 2.3 FAILING TO PAY FIRST MONTH'S RENT

For new Leases, first months rent is due 14 days after Lease has been signed, or before the first day the lease begins, whichever comes first. If you don't pay the first month's rent on or before the Lease Contract begins, we may, to the extent not prohibited by law, end your rights to occupy and recover damages, future rent, reletting charges, and other lawful charges.

### 2.4 RENT INCREASES AND BASE CONTRACT CHANGES

No rent increases or Lease Contract changes are allowed before the initial Lease Contract ends, except for changes allowed by any special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules.

### 2.5 DELAY OF OCCUPANCY

If occupancy is or will be delayed for any reason beyond our control, including but not limited to, a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to abatement of rent on a daily basis during delay. Rent abatement does not apply if the delay is for cleaning, painting or repairs that don't prevent you from occupying the apartment.

### 2.6 AD VALOREM TAXES, FEES AND CHARGES - ADDITIONAL RENT

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use of occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract takes fees and charges - additional rent, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violations, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

### 2.7 SHORTENED TERM

The term of this lease may be shortened in the event the premises are sold, if the new owner provides you at least 60 days notice of termination of tenancy. You agree to the assignment of security deposit to new Owner in the event of the sale of the property.

### 2.8 DISCLOSURE RIGHTS

If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### 2.9 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.

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

X \_\_\_\_\_  
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## 3

# While You're Living in the Apartment

### 3.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

### 3.2 LIMITATIONS ON CONDUCT

The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash and recycling must be disposed of at least weekly in appropriate receptacles and you must comply with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No persons shall loiter in the common areas, ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near common areas. You, your occupants, and guests may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited - except that any lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgement, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owners representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If you allow an excluded person onto the property is grounds for termination of your tenancy, as provided by statute and by judicial eviction procedures.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal conviction or sex offender registry does not waive our right to evict you by judicial eviction procedures.

### 3.3 PROHIBITED CONDUCT

You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may disturb others; having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests.

### 3.4 PARKING

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).
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 in an apartment, or 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, operable, 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>>

### 3.5 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.

### 3.6 RELEASE OF RESIDENT

Unless you're entitled to terminate your tenancy, 7.1 (Move-out Notice), or pursuant to statute or ordinance, you won't be released from the Lease Contract for any reason - including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfers, marriage, separation, divorces, reconciliation, loss of co-residents, loss of employment, or bad health. In the event of the death of Resident, the tenancy shall be terminated on the earlier of sixty days after the Owner receives notice (or becomes aware) of the residents death or the expiration of the lease term.

### 3.7 MILITARY PERSONNEL CLAUSE

All parties to this Lease Contract agree to comply with any Federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

### 3.8 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and Carbon Monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

**Smoke and Carbon Monoxide Detectors.** The Owner of the property will install any smoke and carbon monoxide detectors required by law. The Resident shall give written notice to the Owner that a smoke or carbon monoxide detector in the unit is not functional, and the Owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke or carbon monoxide detector functional. However, no Resident may tamper with, remove, alter, damage or otherwise render any smoke or carbon monoxide alarm inoperable.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless caused by the

negligent acts or omissions of the Owner. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless caused by negligent acts or omissions of the Owner, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must notify us and furnish us with the law-enforcement agency's incident report number upon request.

### 3.9 CONDITION OF THE PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties except to the extent any such disclaimer is prohibited by law. You'll be given a Check-in/Check-out form on or before move-in. Within 7 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes (approximately 10 nail holes per room) for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, antennas, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna in the exterior landscape rock, only. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

### 3.10 REQUESTS, REPAIRS, AND MALFUNCTIONS

If you or any occupant needs to send a notice or request - for example, for repairs, installations, services or malfunctions - it must be submitted through either the online Tenant Portal, or signed and in writing and delivered to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. Unless prohibited by law, we may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless required by WIS STAT. § 704.07 (4). If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

### 3.11 ANIMALS

Unless otherwise provided under federal, state, or local law, no animals (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we have so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction by judicial procedures, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we reserve the right to charge for defleaing, deodorizing, and/or shampooing, if there is damage in excess of normal wear and tear.

### 3.12 WHEN WE MAY ENTER

We may enter the apartment at reasonable times, upon 12 hours' notice, for the purpose of inspecting the premises, making repairs and showing the premises to prospective residents or purchasers. We may enter the apartment on less than 12 hours' notice with your specific consent. If you are absent from the premises and we reasonably believe a health or safety emergency exists or that entry is necessary to preserve or protect the premises from damage, we may enter without notice.

### 3.13 JOINT AND SEVERAL RESPONSIBILITY

Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all residents. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to the resident only.

### 3.14 REPLACEMENT AND SUBLETTING-PROCEDURE

No sublet of premises allowed. If replacing a resident, new resident must meet new applicant screening criteria. Outgoing resident must sign release document. If we approve a replacement resident(s), the remaining and replacement resident(s) must sign an entirely new Lease Contract. The departing resident(s) will no longer have a right to occupancy. When the remaining and replacement resident(s) sign the new Lease Contract then departing resident(s) liability shall end and the departing resident(s) waives legal rights to the security deposit previously paid. Any reimbursement of security deposit monies from one party to the other must be handled by remaining tenant(s).

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

X \_\_\_\_\_  
Initial Here

## 4

## Responsibilities of Owner and Resident

### 4.1 RESPONSIBILITY OF OWNER

We will act with customary diligence to:

1. keep common areas reasonably clean, subject to paragraph 3.9 (Condition of Premises and Alterations);

2. maintain fixtures, furniture, hot water, heating and A/C equipment;
3. comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
4. make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

Nothing in the lease documents should be construed to relieve the Landlord from liability for property damage or personal injury caused by negligent acts or omissions of the Landlord, or to impose liability on the Tenant for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant or the Tenant's guests or invitees.

## 4.2 DEFAULT BY RESIDENT

To the maximum extent permitted under applicable law you'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you move out before your lease expires without paying rent through the end of the lease term or renewal period, subject to our duty to mitigate damages; (3) you fail to give written move-out notice as required by paragraph 7.1 (Release of Resident) or 4.1 (Move-Out Procedures); (4) to the maximum extent permitted under applicable law you or any guest or occupant violates the apartment rules, or fire, safety, or health, regardless of whether or where arrest or conviction occurs; (5) you abandon the apartment; (6) you give incorrect or false answers in a rental application; or (7) to the maximum extent permitted under applicable law you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia.

**Eviction.** Should Resident neglect or fail to perform or observe any of the terms of this lease, Landlord shall give tenant written notice of such breach, requiring Resident to remedy the breach (unless such breach is a non-curable breach in accord with Wisconsin law in which case no right to cure shall exist) or vacate the premises on or before a date at least five days after the giving of such notice. If Resident fails to comply with such notice, Landlord may declare this tenancy terminated, and commence an action to evict the Resident from the premises, without limiting the liability of the Resident for rent due or becoming due, subject to the Landlord's duty to mitigate. If Resident has been given such notice and has remedied the breach, or been permitted to remain on the premises, and within one year of such previous breach Resident commits a breach of a similar nature, then this tenancy may be terminated if, Landlord gives notice to Resident to vacate on or before a date at least fourteen days after the giving of such notice. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

### 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 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 your tenancy 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.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then, in absence of proof of greater damages, we may recover as minimum damages twice the rental value apportioned on a daily basis for the time you remain in possession, as provided by law.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 2.1 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including termination of your tenancy. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent.

**Mitigation of Damages.** We will mitigate our damages to the extent required by Wisconsin law.

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

X \_\_\_\_\_  
Initial Here

# 5

## General Clauses

### 5.1 ENTIRE AGREEMENT

Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

## 5.2 NO AUTHORITY TO AMEND UNLESS IN WRITING

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

## 5.3 NO WAIVER

No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights is not a waiver under any circumstances.

## 5.4 NOTICE

Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. Jurisdiction for any legal dispute related to this Lease Contract shall be in the State of Wisconsin, in the county in which the property is located.

## 5.5 MISCELLANEOUS

A. Exercising one remedy will not constitute an election or waiver of other remedies.

B. Insurance subrogation is waived by all parties.

C. All remedies are cumulative.

D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

E. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.

F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

H. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

## 5.6 CONTACTING YOU

By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or

Voice over Internet Protocol(VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide.

## 5.7 ELECTRONIC DELIVERY

Landlord and Tenant agree that Landlord may provide any of the following documents to Tenant by electronic means:

1. A copy of the rental agreement and any document related to the rental agreement.
2. A security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund.
3. A promise made before the initial rental agreement to clean, repair, or otherwise improve any portion of the premises.
4. Advance notice of entry under 704.05(2).

## 5.8 OBLIGATION TO VACATE

If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Terms), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. If you vacate prior to the end of your lease term without a written release from us, then you will be liable for rent until the end of the lease term or until the premises are re-rented, whichever occurs first, and subject to our statutory duty to mitigate damages.

## 5.9 PAYMENTS

Payment of all sums is an independent covenant. All sums other than rent are due upon our demand.

## 5.10 ASSOCIATION MEMEBERSHIP

We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

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

X \_\_\_\_\_  
Initial Here

# 6

## When Moving Out

### 6.1 60 DAY - MOVE OUT NOTICE

Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate at least **60 days prior to move-out**. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Subject to our statutory duty to attempt to mitigate damages, you will still be liable for the entire Lease Contract term if you move out early under paragraph 3.6 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 2.2 and 3.6 (Early Move-Out or Release of Resident) or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

Landlord 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.

### 6.2 BREACH OF LEASE

In the event you violate any of the terms of this lease, we may serve the statutory 5 or 14 day notices. In the event you are evicted for failure to abide by the terms of this lease contract, or otherwise leave the premises prior to the expiration of this lease, you will remain liable for all rental loss through the end of this lease contract.

In the event you moves out prior to the expiration date of the lease contract, 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. We will make reasonable efforts to mitigate damages by advertising and showing apartment to re-rent.

### 6.3 MOVE OUT PROCEDURES

The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full, subject to our duty to mitigate. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the time begins for deposit refund/accounting, as provided in Wis. Stat. s. 704.28(4). You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

### 6.4 CLEANING

You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages and storage rooms. You must follow move-out

cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

### 6.5 MOVE OUT INSPECTION

You can request to meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

### 6.6 SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES

We may withhold from your security deposit for the following: (i) your damage, waste or neglect of the premises; (ii) unpaid rent for which you are legally responsible; (iii) any payments which you owe under this Lease Contract for utility service provided by us but not included in the rent; (iv) any payment which you owe for direct utility service provided by a government-owned utility, to the extent that we are liable for your nonpayment; and (v) any reasons identified in the separate Nonstandard Rental Provisions.

### 6.7 DEPOSIT RETURN

We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions as provided in Wis. Stat. 704.28. Letter will be post marked no later than 21 days after lease expiration date, or after new tenants move in date, whichever comes first.

### 6.8 ABANDONED PROPERTY

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 on 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 certified mail.

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
Initial Here



# 7

## Severability, Originals and Attachments, and Signatures

X

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed

### 7.1 SEVERABILITY

If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

### 7.2 ORIGINALS AND ATTACHMENTS

This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

### 7.3 S.C. SWIDERSKI, LLC

S.C. Swiderski, LLC - 401 Ranger St. Mosinee WI 54455

Address of owner's representative for notice purposes.

### 7.4 DATE FORM IS FILLED OUT

You are legally bound by this document. Please read it carefully. Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

NOTE: You may obtain information about the sex offender registry and persons registered with the registry by contacting the WISCONSIN DEPARTMENT OF CORRECTIONS at <http://offender.doc.wi.us/public/> or at 1-877-234-0085.

### 7.5 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.