

This is a binding document. Read carefully before signing.

General Lease Provisions

1. PARTIES. This Lease Contract ("Lease") is between you, the resident: University Heights Sample Lease

and us, the owner: (name of apartment community or title holder).

Person or Entity Authorized to Collect Rent, Manage and Maintain the Apartment:

Toonen Companies, Inc- Owner (NAME)

(ADDRESS)

(CITY)

(TELEPHONE NUMBER)

Person or Entity Authorized to Accept Service of Legal Process and Other Notices and Demands on Behalf of Owner:

Toonen Companies, Inc (NAME)

2830 Curry Lane (ADDRESS)

Green Bay (CITY)

920-406-9300 (TELEPHONE NUMBER)

2. APARTMENT. You are renting: [ ] Apartment No. [ ] Bedroom No. [ ] Floor Plan

at 2540 University Ave

(street address), in Green Bay (city), Wisconsin, 54302 (zip code), for use as a private residence only.

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you.

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the apartment, and common areas on the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

3. TERM. The term of the Lease Contract begins at 12 PM NOON (time) on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at 12:00 noon the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

3.1. 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.

4. RENT AND CHARGES. Your rent for the term is \$ \_\_\_\_\_. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \_\_\_\_\_ installments of \_\_\_\_\_ each. This amount may include or exclude other fees and charges as outlined in your lease package.

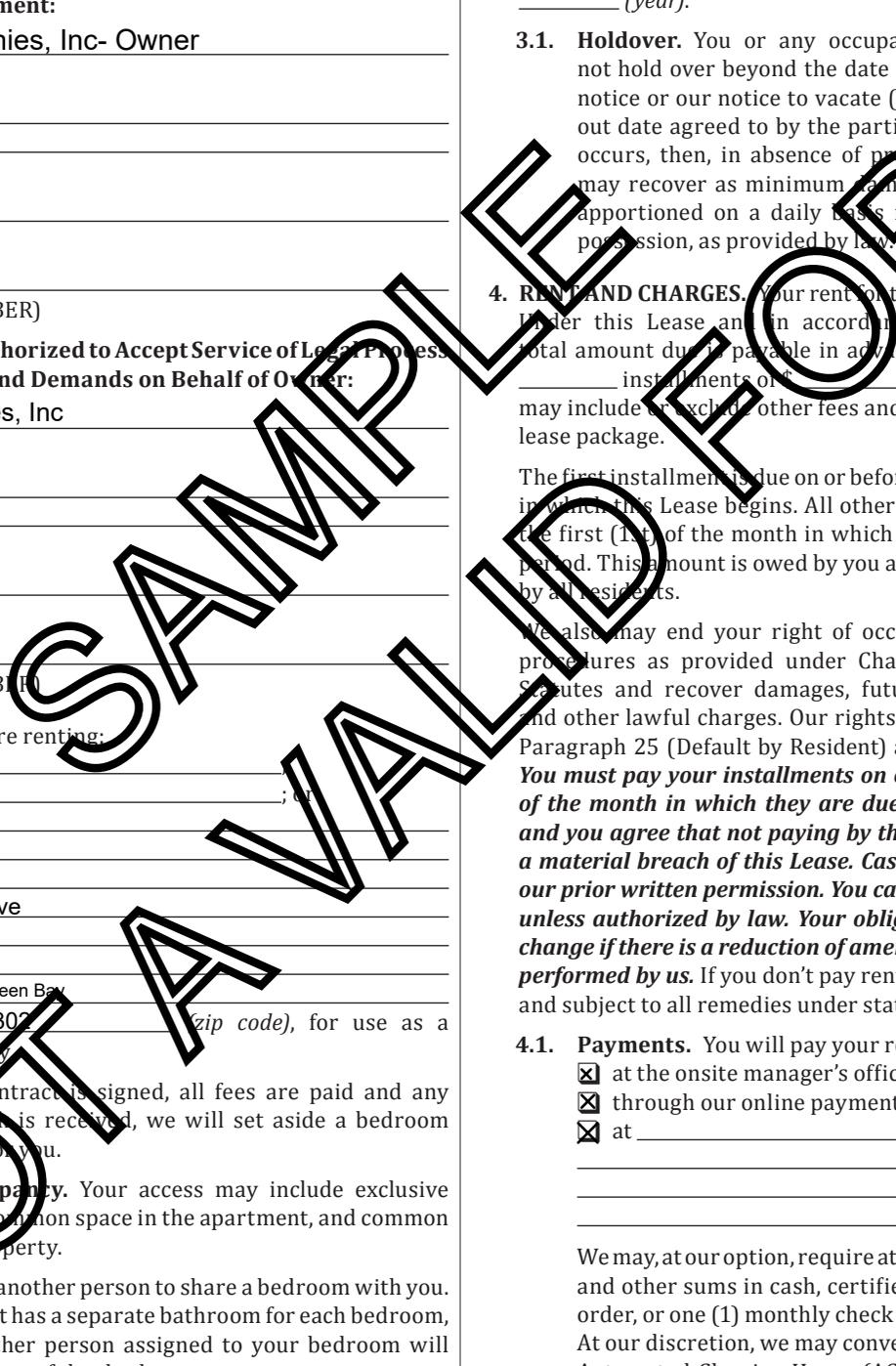
The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

We also may end your right of occupancy by judicial eviction procedures as provided under Chapter 799 of the Wisconsin Statutes and recover damages, future rent, reletting charges, and other lawful charges. Our rights, remedies and duties under Paragraph 25 (Default by Resident) apply under this paragraph. You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

4.1. Payments. You will pay your rent: [x] at the onsite manager's office [x] through our online payment site [x] at \_\_\_\_\_

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 (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated 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. Rent and late charges are due without demand, and all other sums are due upon our demand.

4.2. Application of Money Received. When we receive money, other than utility payments subject to government regulation, we may apply it at our option, and without notice, first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.



4.3. **Utilities and Services.** We'll pay for the following if checked:

- gas       water       wastewater
- electricity    trash/recycling       cable/satellite
- Internet     stormwater/drainage    government fees
- other \_\_\_\_\_

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your lease term.

4.4. **Late Charges.** If you don't pay rent in full by 11:59 p.m. on the 5th day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent:  \_\_\_\_\_ % of your installment amount as stated in this Lease or  \$ 75.00.

You'll also pay a charge of \$ 35.00 for each returned check or rejected electronic payment, (not to exceed \$40), plus a late charge.

4.5. **Government Charges and Fees.** If we receive a charge from a government entity that results from your creation of a zoning violation, sound, noise, litter, or any charge associated with any nuisance or action created by you or your guests, then any such charge will become your responsibility to pay. We will notify you of the nature and amount of any such charge(s), which will be payable by you within thirty (30) days of our notice to you. If paid by us, you will reimburse us for any such amounts paid.

4.6. **Lease Changes.** No rent increases or lease changes are allowed during the lease term, except for those allowed by Paragraph 4.5. (Ad Valorem Taxes/Fees and Charges-Additional Rent) and special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

5. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit is \$ \_\_\_\_\_ due on or before the date this Lease Contract is signed. Any initial deposit will be stated in an animal addendum.

Before accepting your security deposit or converting your lease fee money to a security deposit you will be (A) allowed to inspect the apartment and notify us of any pre-existing damage, or defects; **and** (B) provided (within the period required 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.

5.1. **Security Deposit Deductions and Other Charges.** 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. We may withhold from your security deposit for the following:  
(a) your damage, waste or neglect of the premises;  
(b) unpaid rent for which you are legally responsible;  
(c) any payments which you owe under this Lease Contract for utility service provided by us but not included in the rent;  
(d) 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**  
(e) any reasons identified in the separate Nonstandard Rental Provisions.

6. **GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 3 consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

6.1. **Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner 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 it is grounds for termination of your tenancy, as provided by statute and by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

7. **CARE OF APARTMENT/COMMON AREAS AND DAMAGES.**

You must promptly reimburse us for loss, damage, government fines, or cost of repairs or 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 any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repair or replacement costs, and damage to the following that result from you or your invitees, guests, or occupants (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; **and** (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents authorized to live in the apartment at the time of the damage, charge, fine or violation.

Nothing in this paragraph limits the Owner from liability for personal injury or property damage caused by negligent acts or omissions of the Owner.

8. **INSURANCE.** *We do not maintain insurance to cover your personal property or personal injury.*

8.1. **Renter's Insurance Requirement**

You are:  
 required to buy and maintain renter's insurance; **or**  
 not required to buy renter's insurance.

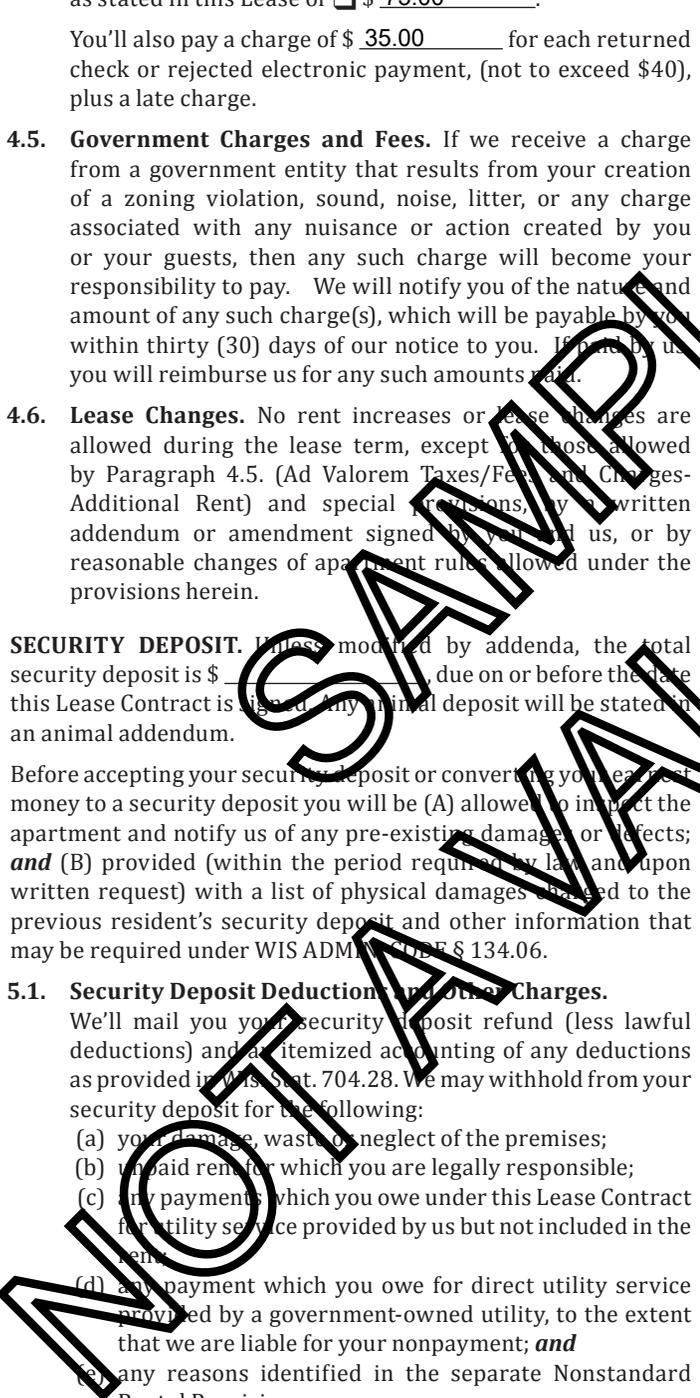
8.2. **Personal Liability Insurance Requirement**

You are:  
 required to purchase and maintain personal liability insurance; **or**  
 not required to buy liability insurance.

*If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.* If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is a default under the terms of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract and by judicial eviction procedures as provided under Chapter 799 of the Wisconsin Statutes. Renter's insurance doesn't cover losses due to a flood. We urge all residents to obtain flood insurance - particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. **SECURITY AND SAFETY DEVICES.**

9.1. **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 apartment is not functional, and the Owner shall provide, within five (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.

**10. DELAY OF OCCUPANCY.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give written notice to you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give written notice to you before the date of the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

## Resident Life

**11. 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 apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**11.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

**11.2. Limitations on Conduct.** Your 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 person shall hide or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storage areas, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or solicitations. 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:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; and
- (c) recreational activities in common areas.

**11.3. Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any 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 convictions or sex offender registry does not waive our right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

**11.4. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break.

**12. PROHIBITED CONDUCT.** You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia, if applicable, violating Dane County Ordinance s. 34.07(4)(p), related to smoking in common areas; engaging in or threatening violence; possessing a weapon prohibited by state law; 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 alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit; **or**
- (i) heating the apartment with a gas-operated cooking stove or oven.

Nothing in this provision or anywhere else in the Lease Contract should be construed to authorize the Owner to terminate the tenancy of a Resident based solely on the commission of a crime in or on the rental property if the Resident, or someone who lawfully resides with the Resident, is the victim, as defined by s. 950.02(4), of that crime.

**13. PARKING.** We may regulate the parking place of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles. Motorcycles, motorized bikes, or scooters may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (a) has a flat tire or other condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;
- (d) takes up more than one parking space;
- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for office visitors, managers, or staff;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated "no parking" area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; **or**
- (m) belongs to a resident and is parked in a visitor or retail parking space.

**14. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

**15. 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.

**16. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your apartment or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We're not liable to you, other residents, guests, or occupants 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 or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. 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 apartment). 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.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

Nothing in the provision 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 Resident for personal injury arising from causes clearly beyond the resident's control, or for property damage caused by natural disasters or by persons other than the resident or the resident's guests or invitees.

**17. CONDITION OF THE PREMISES AND ALLEGATIONS**

**17.1. As-Is.** *We disclaim all implied warranties.* 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 seven (7) calendar 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.

**17.2. Standards and Improvements.** 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 nicks are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes 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, 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 provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. 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.

**18. REQUESTS, REPAIRS, AND MALFUNCTIONS.**

**18.1. Written Requests Required.** 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 RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as 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. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**18.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; electrical problems; malfunctioning lights, broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**18.3. Utilities.** 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).

**18.4. Our Right to Terminate for Casualty Loss/Property Closure.** 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. We also have the right to terminate this Lease during the lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard. Nothing in the Lease Contract should be construed to relieve the Owner from liability for property damage or personal injury caused by negligent acts or omissions of the Owner, or to impose liability on the Resident for personal injury arising from causes clearly beyond the Resident's control, or for property damage caused by natural disasters or by persons other than the Resident or the Resident's guests or invitees.

**19. ANIMALS.**

**19.1. No Animals Without Consent.** *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.* 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 without requiring an animal deposit. 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 represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**19.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 20 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**19.3. Violations of Animal Policies and Charges.** 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 as provided in Chapter 799 of the Wisconsin Statutes, and other remedies provided in this Lease, including an initial charge of \$ 250.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. 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 deodorizing, deodorizing, and/or shampooing, if there is damage in excess of normal wear and tear.

**20. WHEN WE MAY ENTER.** We may enter the bedroom or apartment at reasonable times, upon 24 hours' notice or as allowed by law, 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 24 hours' notice with your or any co-resident specific consent, or as allowed by law. 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.

**21. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment contribute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

**22. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.** **Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.**

**22.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;
- (b) execute a new lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; **and**
- (e) pay transfer fee of \$ 250.00 in advance if you are moving from one apartment to another or \$ 250.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

**22.2. Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for moving if we require you to relocate.

**22.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) Resident will be liable to Landlord for administrative (paperwork) and/or transfer costs associated with placing the new resident; **and**
- (b) you will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**22.4. Procedures for Replacement.** 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) is entitled to the accounting and refund of their security deposit, if applicable, and the new resident(s) would have to pay a new deposit determined at the time of application.

**22.5. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

**22.6. Landlord's Duty to Mitigate.** Nothing in this provision is intended to limit the landlord's duty to mitigate damages when required by law.

## Owner's Rights and Remedies

**23. OUR RESPONSIBILITIES.** We'll act with customary diligence to:

- (a) keep common areas reasonably clean, subject to Paragraph 17 (Condition of Premises and Alterations);
- (b) maintain fixtures, hot water, heating and air-conditioning equipment;
- (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
- (d) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.

Nothing in the Lease Contract should be construed to relieve the Owner from liability for property damage or personal injury caused by negligent acts or omissions of the Owner, or to impose liability on the Resident for personal injury arising from causes clearly beyond the Resident's control, or for property damage caused by natural disasters or by persons other than the Resident or the Resident's guests or invitees. In addition, nothing in the Lease Contract should be construed to authorize the Owner to terminate the tenancy of a Resident based solely on the commission of a crime in or on the rental property if the Resident, or someone who lawfully resides with the Resident, is the victim, as defined by s. 950.02(4), of that crime. Nothing in the Lease Contract should be construed to allow the Owner to evict

or exclude a Resident from the premises other than by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

**24. DEFAULT BY RESIDENT.**

**24.1. Acts of Default.** 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 (A) you don't pay rent or other amounts that you owe when due; (B) 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; (C) you fail to give written move-out notice as required by Paragraphs 14 (Release of Resident) or 26 (Move-Out Procedures); (D) 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; (E) you abandon the bedroom and apartment; (F) you give incorrect or false answers in a rental application; or (G) to the maximum extent permitted under applicable law you or any occupant is 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 or any sex-related crime, including a misdemeanor; **or** (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only. Nothing in this provision or anywhere else in the Lease Contract should be construed to authorize the Owner to terminate the tenancy of a Resident based solely on the commission of a crime in or on the rental property if the Resident, or someone who lawfully resides with the Resident, is the victim, as defined by s. 950.02(4), of that crime.

**24.2. Eviction.** Should the resident neglect or fail to perform or observe any of the terms of this lease, the landlord shall give the resident written notice of such breach, requiring the 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 (5) days after the giving of such notice. If the resident fails to comply with such notice, the Landlord may declare this tenancy terminated, and commence an action to evict the resident from the premises, by judicial eviction procedures as provided under Chapter 799 of the Wisconsin Statutes, without limiting the liability of the resident for rent due or becoming due, subject to the landlord's duty to mitigate. If the resident has been given such notice and has remedied the breach, or been permitted to remain on the premises, and within one (1) year of such previous breach the resident commits a breach of a similar nature, then this tenancy may be terminated if the landlord gives notice to the resident to vacate on or before a date at least fourteen (14) days after the giving of such notice. Termination of your possession rights or subsequent reletting does not release you from liability for future rent or other lease obligations, subject to our statutory duty to mitigate. **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. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. Any action to terminate the tenancy will be pursuant to Chapter 799 of the Wisconsin Statutes.

**24.3. Notice of Domestic Abuse Protections.**

- (1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a resident has a defense to an eviction action if the resident can prove that Landlord knew, or should have known, the resident 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 resident's invited guest.
  - (b) A person who was the resident's invited guest, but the resident 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 resident and the resident has not subsequently invited the person to be the resident's guest.
- (2) A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease Contract in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.

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

**24.4. 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 32 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including termination of your tenancy as provided in Chapter 799 of the Wisconsin Statutes. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent.

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

**24.6. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

**25. NO AUTHORITY TO AMEND UNLESS IN WRITING.**

**25.1. Representatives' Authority; Waivers; Notice.**

*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.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. 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 isn't a waiver under any circumstances.

Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. 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 (and any fax-transmittal verification). Fax or electronic 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.

**25.2. Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements.

**25.3. 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.
- (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.
- (i) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (j) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.
- (k) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.

- 25.4. **Rooming House.** In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.
- 25.5. **Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 25.6. **Electronic Delivery.** The landlord and resident agree that the landlord may provide any of the following documents to the resident by electronic means:
  - (a) A copy of the Lease and any documents related to the Lease Contract.
  - (b) A security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund.
  - (c) A promise made before the initial Lease to clean, repair, or otherwise improve any portion of the premises.
  - (d) Advance notice of entry under 704.05(2).

### End of the Lease

26. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You agree that you won't move out before the Lease Contract term or renewal period ends. 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 vacate or surrender the bedroom and 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.

26.2. **Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to sign 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.

26.1. **Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, 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. Normal wear and tear is expected.

27. **ABANDONED PROPERTY.** Unless agreed in writing, the landlord will not store any items of personal property that the resident leaves behind when the resident 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 seven (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 resident and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

### General Provisions and Signatures

28. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, government, or business purposes, we may provide it.

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

29. **ASSOCIATION MEMBERSHIP.** We represent that either (A) we or; (B) the management company that represents us 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.

See Additional Special Provisions  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

30. **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.

**Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.**

31. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original or electronic 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 Contract, and the other documents signed by the parties, 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.

**The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.**

**Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.**

**You are entitled to receive a copy of this Lease after it is fully signed.**

**Keep it in a safe place.**

**Resident or Residents (all sign below)**

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

**Owner or Owner's Representative (signing on behalf of owner)**

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

Name and address of locator service (if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address and phone number of Owner's Representative for notice purposes

2830 Curry Ct Ste 4; Green Bay, WI 54302  
\_\_\_\_\_  
\_\_\_\_\_

After-hours phone number 920-569-0500

(Always call 911 for police, fire, or medical emergencies.)

**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.**

**SPECIAL PROVISIONS (CONTINUED) BREACH AND TERMINATION** Language in this section supersedes any prior language regarding breach and termination within the lease. LANDLORD shall refer to the Owner, Managing Agent, Landlord, or other representative of the Owner. TENANT shall refer to Lessee/ Tenant and guests/ Occupants of the Lessee. Failure of either party to comply substantially with any material provision of the Lease is a breach of the original Lease. Should Tenant neglect or fail to perform and observe any of the terms of the Lease, Landlord shall give Tenant written notice of the breach, requiring Tenant to remedy the breach or vacate the Premises on or before a date of at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under the Lease. If Tenant has been given such notice and remedied the breach or has been permitted to remain in the Premises and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of the lease, this Lease may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as Provided in WIS. STAT. Sec. 704.17. These provisions shall apply to any Lease for a specific term and do not apply to a month-to-month tenancy.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOT A VALID FORM**  
**SAMPLE FOR**



NONSTANDARD RENTAL PROVISIONS



The following provisions are incorporated into and made part of the Lease Contract. In the event there is any conflict between the following provisions and any other provisions contained in the Lease Contract, then the following provisions shall govern and control:

A. CHECK-IN/CHECK-OUT SHEET

Resident(s) Initials

\_\_\_\_\_ Resident(s) acknowledges receipt of the Landlord's check-in/check-out sheet, and agrees to complete and return the form to Landlord within seven (7) days of occupancy of the leased premises.

B. LOCAL LAWS - TRASH AND RECYCLING.

Resident(s) Initials

\_\_\_\_\_ Resident(s) acknowledge and agree to comply with all local regulations and rules, including those regarding trash disposal and recycling on the property. Where required, we will provide notices about trash disposal and recycling.

C. SECURITY DEPOSIT

In addition to the standard security deposit deductions allowable under Wis. Stat. s. 704.28, the Landlord may deduct the following items from the security deposit, if not paid by Resident(s) by the end of the tenancy:

Resident(s) Initials

- \_\_\_\_\_ 1. Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes including, but not limited to, advertising costs, rental commissions, substitute fees, and/or showing fees.
- \_\_\_\_\_ 2. Unpaid parking rent and any applicable sales tax.
- \_\_\_\_\_ 3. Charges for re-keying or changing locks, or replacing keys if all keys are not returned at the end of the tenancy; charges for replacement keys and/or re-keying during the term of the tenancy, as a result of loss of keys by Resident or other circumstances caused or created by Resident, or as a result of a request for re-keying of keys by the Resident.
- \_\_\_\_\_ 4. Charges for unpaid NSF check fees, closed account fees, or other unpaid charges as provided in the Lease Contract and/or any addenda thereto.
- \_\_\_\_\_ 5. If the leased premises are not left in a clean and habitable condition for the next occupant, the actual cost of performing the required cleaning may be deducted from the security deposit, whether cleaned by an independent cleaning contractor or by the Landlord or his/her employees.
- \_\_\_\_\_ 6. Cost of replacing any garage opener or other access card issues by Landlord and not returned by Resident(s), and/or the cost of re-coding any access mechanism.
- \_\_\_\_\_ 7. Repayment of any promotional offers or rental incentives.
- \_\_\_\_\_ 8. Late fees or unearned discounts as provided in the Lease Contract.
- \_\_\_\_\_ 9. While Landlord may not expressly prohibit smoking within individual rental dwellings, Resident understands that they will be held liable for the cost of labor and materials associated with removing and remedying any smoke damage, related cleaning, painting, or other damages within the dwelling. This liability extends to whatever work becomes necessary as a result of smoking inside the dwelling.
- \_\_\_\_\_ 10. Cost of storing and/or disposing of personal property left behind by Resident(s) after the Resident(s) vacates or is evicted from the premises.
- \_\_\_\_\_ 11. Holdover damages as a result of the Resident's failure to vacate, after the expiration of the Lease or termination of tenancy by notice.
- \_\_\_\_\_ 12. Any cost incurred by Landlord as a result of Resident's violation of any Carbon Monoxide Detector and/or the Smoke Alarm policy as stated in the Apartment Lease Contract and/or any Addendum.
- \_\_\_\_\_ 13. Other  
Rent, late fees, utility reimbursements, utility billing fees, reasonable fines for lease violations, charges for damages to apartment, charges for excessive cleaning needed at move out.
- \_\_\_\_\_ 14. Other

The undersigned have read and understand the Nonstandard Rental Provisions stated above. Residents acknowledge that their initials next to each paragraph confirm that the Landlord has identified each of the above provisions with Residents.

By signing below I acknowledge that I have read the Nonstandard Rental Provisions and that the Landlord has identified and discussed them with me.

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. TBD, 2540 University Ave (street address) in Green Bay (city), Wisconsin, 54302 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: \_\_\_\_\_  
Owner's Name: Toonen Companies, Inc

Residents (list all residents): University Heights Sample Lease

Modification of paragraph 26: While we give 24 hours or more notice before entering under most circumstances, we reserve the right to enter with 12 hours notice as allowed under Wisconsin Law. BREACH AND TERMINATION Language in this section supersedes any prior language regarding breach and termination within the Lease. LANDLORD shall refer to the Owner, Managing Agent, Landlord, or other representative of the Owner. TENANT shall refer to Lessee/ Tenant and guests/ Occupants of the Lessee. Failure of either party to comply substantially with any material provision of the Lease is a breach of the original Lease. Should Tenant neglect or fail to perform and observe any of the terms of the Lease, Landlord shall give Tenant written notice of the breach, requiring Tenant to remedy the breach or vacate the Premises on or before a date of at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under the Lease. If Tenant has been given such notice and remedied the breach or has been permitted to remain in the Premises and within on (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of the Lease, this Lease may be terminated if Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after giving of the notice as provided in WIS. Stat. Sec. 704.17. These provisions shall apply to any Lease specific term and do not apply to a month- to - month tenancy.

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SAMPLE

Resident(s)  
(All residents must sign)

Date of Signing Addendum

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative

Date of Signing Addendum



UTILITY ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated \_\_\_\_\_ between Toonen Companies, Inc

("We" and/or "we" and/or "us") and University Heights Sample Lease

("You" and/or "you") of Apt. No. TBD located at 2540 University Ave (street address) in Green Bay, WI 54302

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - water bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- b) **Sewer** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- c) **Gas** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- d) **Trash** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - trash bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- e) **Electric** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- f) **Stormwater** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- g) **Cable TV** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- h) **Master Antenna** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- i) **Internet** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 0.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- j) **Pest Control** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: 100%
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable 100% responsible

- k) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable Payable With Rent in Resident Portal
- l) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

**METERING/ALLOCATION METHOD KEY**

- "1" - Sub-metering of all of your water/gas/electric use
  - "2" - Calculation of your total water use based on sub-metering of hot water
  - "3" - Calculation of your total water use based on sub-metering of cold water
  - "4" - Flat rate per month
  - "5" - Allocation based on the number of persons residing in your dwelling unit
  - "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
  - "7" - Allocation based on square footage of your dwelling unit
  - "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
  - "9" - Allocation based on the number of bedrooms in your dwelling unit
  - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the services provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 30 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment, as provided in Chapter 799 of the Wisconsin Statutes. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Monthly Administrative Billing Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Late Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Final Bill Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ \_\_\_\_\_.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was caused by negligent acts or omissions by us or our employees. You release us from any and all such claims and waive any claim for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction procedures as provided in Chapter 799 of the Wisconsin Statutes, or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease 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 addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.



BED BUG ADDENDUM



Date: DATE
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD
2540 University Ave (street address) in Green Bay (city), Wisconsin, 54302 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: TBD
Owner's name: Toonen Companies, Inc

Residents (list all residents):

University Heights Lease Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimetexia lectularia) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

• YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

• YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times as allowed by law to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the lease contract. You agree not to treat the dwelling or a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us in writing:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
• of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.

If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs.

You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy pursuant to the applicable statutes and judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes, and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs.

If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy pursuant to the applicable statutes



## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner or manager.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, \_\_\_\_\_  
 \_\_\_\_\_  
2540 University Ave (street address) in  
Green Bay  
 (city), Wisconsin, 54302 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: DATE  
 Owner's name: Toonen Companies, Inc

Residents (list all residents):

University Heights Lease Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or conflict with any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end products for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold poses any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (relative humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be



COMMUNITY POLICIES, RULES AND REGULATIONS  
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Toonen Companies, Inc

Resident(s): University Heights Lease Sample

Unit No./Address: TBD 2540 University Ave, Green Bay, WI 54302

Lease Date: Date

**I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.**  
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right, except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH, UNLESS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, owners, subsidiaries and affiliates of Owner.**

**II. POOL.** This Community  DOES;  DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:  
• Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.  
• All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries, unless caused by negligent acts or omissions provided by law.  
• For their safety, Residents should not swim alone.  
• Pool hours are posted at the pool.  
• No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.  
• Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.  
• No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using sun chairs, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.  
• Resident(s) must accompany their guests.  
• Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

**IN CASE OF EMERGENCY DIAL 911**

**III. FITNESS CENTER.** This Community  DOES;  DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:  
• Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.  
• The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.  
• Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.  
• Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.  
• Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.  
• Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.  
• Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.  
• Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_

**IV. PACKAGE RELEASE.** This Community  DOES;  DOES NOT accept packages on behalf of Residents.  
**For communities that do accept packages on behalf of its Residents:**  
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community  DOES;  DOES NOT have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only 1 vehicle per licensed Resident is allowed.
  - All vehicles must be registered at the Management office.
  - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 2 hour notice is placed on the vehicle.
  - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
  - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
  - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
  - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Residents shall comply with the following:
- Residents and guests will adhere to the Community Rules and Regulations and other Management policies concerning fire hazards, which may be revised from time to time.
  - No person shall knowingly maintain a fire hazard.
  - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 15 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
  - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
  - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
  - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
  - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATION.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times per year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
  - If roaches have been seen in closets, remove contents from shelves and floor.
  - Remove infants and young children from the dwelling.
  - Remove pets or place them in bedrooms, and notify Owner of such placement.
  - Remove chain locks or other types of obstruction on day of service.
  - Cover air tanks and turn off their air pumps.
  - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
  - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
  - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.



LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, \_\_\_\_\_  
\_\_\_\_\_  
2540 University Ave (street address) in  
Green Bay  
(city), Wisconsin, 54302 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: Toonen Companies, Inc

Residents (list all residents):

University Heights Sample Lease

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that you are required to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ \_\_\_\_\_ per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. REQUIRED POLICY.

You are required to purchase and maintain personal liability insurance covering us, you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100,000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The

carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.

6. SUBROGATION ALLOWED. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.  
Insurance Company: \_\_\_\_\_ Residents Choice

8. DEFAULT. Any default under the terms of this Addendum shall be deemed an immediate, and material default under the terms of the Lease Contract, and we shall be entitled to exercising all rights and remedies under the law.

9. MISCELLANEOUS. Except as specifically stated in this Addendum all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control. Nothing in this Addendum should be construed to relieve the Owner from liability for property damage or personal injury caused by negligent acts or omissions of the Owner.

10. SPECIAL PROVISIONS:

Resident is required to get renters liability insurance for a minimum or \$100,000 in liability. Resident is encouraged to get coverage for their personal belongings as the property's insurance does not provide coverage for resident's belongings. If the required renter's insurance policy documentation is not provided, Landlord may elect to (but is not required to) enroll resident in a force-placed renter's insurance policy with \$100,000 liability coverage at the full cost of the resident due as additional rent. Resident is fully-responsible for ensuring that the Lessor / landlord has accurate insurance information on-file. Ultimately the Resident is responsible for damages.

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents  
(All residents must sign here)

Owner or Owner's Representative  
(signs here)

Date of Lease Contract



NO-SMOKING ADDENDUM



Date: \_\_\_\_\_  
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive a copy of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, \_\_\_\_\_  
\_\_\_\_\_  
2540 University Ave (street address) in  
Green Bay  
(city), Wisconsin, 54302 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: Toonen Companies, Inc  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
University Heights Lease Sample  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the

enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community including administrative office buildings. The smoking permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling  is  is not permitted.

The following outside areas of the community may be used for smoking:  
NONE, Smoking is not allowed in the apartment, building,  
or common areas

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. TERMINATION OF TENANCY FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment



## CARBON MONOXIDE DETECTOR ADDENDUM

Landlord is responsible for the installation of carbon monoxide detectors as required by Wis. Stat. s. 101.149. These detectors must be installed according to the directions and specifications of the manufacturer. In addition, Landlord shall reasonably maintain every carbon monoxide detector in the building.

Tenant may give Landlord written notice that a carbon monoxide detector is not functional, or that it has been removed by a person other than the tenant. In this case, the Landlord shall repair or replace the nonfunctional detector within five (5) days after receipt of the notice.

Landlord is not responsible for any damages resulting from a false alarm from the carbon monoxide detector, if it was reasonably maintained by the Landlord or if the false alarm was the result of tampering with, or removal or destruction of, the detector by a person other than the Landlord, or the result of a faulty detector that was reasonably maintained by the Landlord as provided herein.

No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide detector, except in the course of inspection, maintenance, or replacement of the detector.

This Addendum is incorporated into the lease between the Landlord and Tenant, and any violation of the Addendum constitutes a breach of that lease agreement.

\_\_\_\_\_  
Landlord Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant Date: \_\_\_\_\_

Tenant

**NOT A VALID FORM**  
**SAMPLE FORM**

RESIDENT PARKING ADDENDUM



Date: \_\_\_\_\_  
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, \_\_\_\_\_  
2540 University Ave (street address) in  
Green Bay  
(city), Wisconsin, 54302 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: Toonen Companies, Inc  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

University Heights Lease Sample  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term of this Parking Addendum is as follows:  
Begins on \_\_\_\_\_ and  
ending on \_\_\_\_\_.

This Addendum constitutes an Addendum to the above  
described Lease Contract for the above described premises  
and is hereby incorporated into and made a part of the Lease  
Contract. Where the terms or conditions found in this  
Addendum vary or contradict any terms or conditions found  
in the Lease Contract, this Addendum shall control.

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
- 4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
- 5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
- 6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
- 7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
- 8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
- 9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s) you may incur through loss of use of the vehicle, unless caused by negligent acts or omissions of owner.

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property. This paragraph does not apply to property damage or personal injury caused by negligent acts or omissions of owner.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking area. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s) you may incur through loss of use of the vehicle, unless caused by negligent acts or omissions of owner.

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ \_\_\_\_\_ per vehicle on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ . In the alternative resident agrees to pay \$ \_\_\_\_\_ monthly per vehicle due on or before the \_\_\_\_\_ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is \_\_\_\_\_ days delinquent in paying the required parking fee.

Resident agrees to pay \$ 35.00 NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

Vehicle 2

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

Vehicle 3

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_





ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 2540 University Ave Green Bay (street address) in (city), Wisconsin, 54302 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: Toonen Companies, Inc

Residents (list all residents): University Heights Lease Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made part of such Lease Contract.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites.

5. VIOLATION OF LEASE AGREEMENT.

Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law.

without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with Chapter 799 of the Wisconsin Statutes.

7. RESIDENT LIABILITY. You are responsible for, and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violation of the terms of this Addendum or the Lease Contract.

8. SEVERABILITY. If any provision of this Addendum or the 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 Addendum or the Lease Contract.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Subletting is not allowed

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

Date of Signing Addendum





**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Addendum**

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NOT A VALID FORM  
SAMPLE



WISCONSIN RENTAL DISCLOSURE



1. Name of Landlord or Authorized Agents: Toonen Companies, Inc

2. Name and address of the person or persons authorized to collect or receive rent and manage and maintain the premises, and who can readily be contacted by the tenant:  
University Heights at Baird Creek

3. Name and address of the owner of the premises or other person authorized to accept service of legal process and other notices and demands on behalf of the owner (the address shall be an address within the state at which service of process can be made in person):  
Toonen Companies, Inc  
2830 Curry Lane Suite 4, Green Bay, WI 54302

4. Housing code violations and conditions affecting habitability. A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply:  
1. The landlord has actual knowledge of the violation.  
2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises.  
3. The violation presents a significant threat to the prospective tenant's health or safety.  
4. The violation has not been corrected.

If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the landlord, this requirement is inapplicable.

5. Utility Charges:

The following utilities are included in the rent:

- Water  Gas  Electricity

Otherwise, the responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

Water service to your dwelling will be paid by you either:

- directly to the utility service provider; or
- water bills will be billed by the service provider to us and then allocated to you based on the following formula:  
\_\_\_\_\_
- If flat rate is selected, the current flat rate is \$ 0.00 per month.
- 3rd party billing company if applicable \_\_\_\_\_

Gas service to your dwelling will be paid by you either:

- directly to the utility service provider; or
- gas bills will be billed by the service provider to us and then allocated to you based on the following formula:  
\_\_\_\_\_
- If flat rate is selected, the current flat rate is \$ 0.00 per month.
- 3rd party billing company if applicable \_\_\_\_\_

Electricity service to your dwelling will be paid by you either:

- directly to the utility service provider; or
- electricity bills will be billed by the service provider to us and then allocated to you based on the following formula:  
\_\_\_\_\_
- If flat rate is selected, the current flat rate is \$ 0.00 per month.
- 3rd party billing company if applicable \_\_\_\_\_

METERING/ALLOCATION METHOD KEY:

- "1" — Sub-metering of all of your water/gas/electric use
- "2" — Calculation of your total water use based on sub-metering of hot water
- "3" — Calculation of your total water use based on sub-metering of cold water
- "4" — Flat rate per month
- "5" — Allocation based on the number of persons residing in your dwelling unit
- "6" — Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" — Allocation based on square footage of your dwelling unit
- "8" — Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" — Allocation based on the number of bedrooms in your dwelling unit
- "10"— Allocation based on a lawful formula not listed here (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

**Resident or Residents**  
*(all sign below)*

**Owner or Owner's Representative**  
*(signs here)*

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**Date of Lease Contract**

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NOT A VALID FORM  
SAMPLE



CLASS ACTION WAIVER ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, \_\_\_\_\_  
2540 University Ave (street address) in  
Green Bay  
(city), Wisconsin, 54302 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: Date  
Owner's name: Toonen Companies, Inc

Residents (list all residents):  
University Heights Lease Sample

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions recited in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CLASS ACTION WAIVER. You agree that you hereby waive your ability to participate either as a class representative or member of any class action claim (if) against us or our agents. While you are not waiving any right(s) to pursue claims against us related to your tenancy, you hereby agree to file any claim(s) against us in your individual capacity, and you may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, you expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us or our agents in any forum.

Any claim that all or any part of this Class Action waiver provision is unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction.

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THIS CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.

4. SEVERABILITY. If any clause or provision of this Addendum is illegal, invalid or unenforceable under any present or future laws, then it is the intention of the parties hereto that the remainder of this Addendum shall not be affected thereby.

5. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

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Resident's Acknowledgment

Date of Signing Addendum

Landlord (or Landlord Agent) Acknowledgment

Date of Signing Addendum



**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal acts directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

**NOTE:** Any reference in this form to the termination of the tenancy or eviction proceedings will be pursuant to Chapter 799 of Wisconsin Statutes.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

