

DISCLOSURE TO CUSTOMERS

Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the following disclosure statement:

DISCLOSURE TO CUSTOMERS You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A broker or a salesperson acting on behalf of the Firm may provide brokerage services to you.

Whenever the Firm is providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the customer, the following duties:

- (a) The duty to provide brokerage services to you fairly and honestly.
- (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law (see lines 57-66).
- (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your confidential information or the confidential information of other parties (see lines 24-40).
- (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
- (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals. Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

CONFIDENTIALITY NOTICE TO CUSTOMERS The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in Wis. Stat. § 452.01 (5g) (see lines 57-66).
2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below. At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

CONFIDENTIAL INFORMATION:

NON-CONFIDENTIAL INFORMATION (the following information may be disclosed by the Firm and its Agents):

(Insert information you authorize to be disclosed, such as financial qualification information.) .

DISCLOSURE TO CUSTOMERS

By signing and dating below I/we acknowledge receipt of a copy of this disclosure and that and Candlewood Property Management LLC are working as the Owners Agent

THIS IS A DISCLOSURE AND NOT A CONTRACT. Wisconsin law required the Firm to request the customer's signed acknowledgment that the customer has received a copy of this written disclosure statement if the Firm will provide brokerage services related to real estate primarily intended for use as a residential property containing one to four dwelling units. SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY CONTRACTUAL OBLIGATIONS BY EITHER THE CUSTOMER OR THE FIRM. See below for definitions and sex offender registry information.

TENANT 1
TENANT 2
TENANT 3
TENANT 4
TENANT 5
TENANT 6

DATE:
DATE:
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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction. Copyright © 2016 by Wisconsin REALTORS® Association Drafted by Attorney Debra Peterson Conrad
Candlewood Property Management LLC. 1004 First St Suite 4 Stevens Point WI 54481 Phone: 715-344-7524 Fax: 715-344-1001
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NOTICE ABOUT SEX OFFENDER REGISTRY.

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wl.gov> or by telephone at 608-240-5830.

DEFINITION OF MATERIAL ADVERSE FACTS.

A "Material Adverse Fact" is defined in Wis. Stat. § 452.01 (5g) as an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

RESIDENTIAL LEASE AGREEMENT

This lease agreement (Agreement) is between (Landlord) and the below-listed Tenant (referred to in the singular whether one or more) for the Premises identified in Section 2, under the following terms:

1. TENANT. The Tenant includes the following occupants to the Premises:

2. PREMISES. The Landlord leases to the Tenant the property located at: (Premises).

3. TERM. This Agreement shall begin at noon on and continue until noon on .

Note: A lease for a fixed term expires without further notice. If a tenancy is to extend beyond the stated lease term, arrange for this in advance of the rental contract expiration.

4. RENT. The following is due on the first day of each month

Account	Amount	Frequency	Due Day

If the full amount of monthly rent and fees are not received by the due date, the Tenant shall be assessed a late fee in the amount of per month. All late fees must be paid at the time payment is made. Charges incurred by Landlord for Tenant's returned payments are payable by the Tenant. **All Tenants (if more than one) are jointly and severally liable for the full amount of any payments due under this Agreement and under Wisconsin law.** Acceptance of a delinquent payment does not constitute a waiver of the default or any other default under this Agreement.

5. UTILITIES. The Tenant or Landlord shall be responsible for paying the utilities as noted below:

ELECTRIC:

HEAT:

GAS:

WATER/SEWER:

HOT WATER:

TRASH:

6. APPLIANCES INCLUDED: The lease of the Premises includes:

Fridge: Stove: Dishwasher: Microwave: Washer/Dryer:

7. TIME IS OF THE ESSENCE. Time is of the essence as to all dates and deadlines set in this Agreement or by law. Parties failing to perform by a time is of the essence deadline will be in breach of this Agreement immediately upon passage of the deadline. All leases start and end at noon on the first and last day of this Agreement.

8. SECURITY DEPOSIT & CHECK-IN INSPECTION. A security deposit in the amount of shall be paid by the Tenant upon execution of this Agreement. Unless otherwise specified, the security deposit will be held by the Landlord. **Landlord shall provide Tenant with a Check-In Sheet when Tenant begins occupancy of the Premises. Tenant shall have seven (7) days from the date Tenant begins occupancy to complete the check-in sheet and return it to the Landlord.** When Tenant vacates the Premises, or if evicted, Tenant's security deposit(s), less any amounts legally withheld, will be delivered or mailed to Tenants last known address with 21 days after the date established as required under Wis. Stat. §704.28(4). After Tenant vacates the Premises, Tenant shall return, or account for any property of Landlord property held by the Tenant, such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide a written statement accounting for all amounts withheld. The reasonable costs of clean-up, repairing any waste, negligence or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit(s). The entire Premises, including oven, range, bathrooms, closets, cupboards, walls, windows, and floors must be clean and free of dirt, dust, and stains. All debris, rubbish, and garbage must be removed from the Premises. No deduction may be made for any damaged charged against the previous Tenants security deposit(s). Tenant may not use the security deposit(s) as payment of last month's rent without the written permission from the Landlord. **Also see the attached Nonstandard Rental Provisions for further information regarding deductions from the security deposit(s).**

9. ASSIGNMENT. Tenant shall not assign this Agreement or sublet the Premises or any part thereof without prior written consent of Landlord, which will not be unreasonably withheld. This Agreement may be terminated or modified by written agreement of Landlord and all Tenants.

10. PETS. The following pet policy applies to the Premises:

Cats Allowed: Dogs Allowed: Caged Animals/Aquariums:

All allowed pets must be approved through the Landlord/Landlord's agent in advance. A separate pet agreement must be completed for the pets and an additional monthly pet rent is required. Pet rent is not a prepayment for pet damage, but rather a fee for allowing the pet on the Premises. Only the pets specified in the pet agreement are allowed to reside at the Premises. Visiting pets are not allowed at any time. If an unauthorized pet is found in your apartment, you will be assessed the pet fee specified in the Non-Standards Rental Provisions and be required to immediately remove the pet.

11. LAWN CARE/SNOW REMOVAL. Responsibility for lawn care and snow/ice removal on the Premises is as follows:

Lawn Care/Weed Removal:

Snow/Ice Removal:

The above-stated responsible party agrees that lawn care/weed removal on the Premises will be regularly completed. This includes mowing and trimming on a weekly basis, or as needed, during the growing season. Lawn must be freshly mowed and weeded upon move out if during the lawn care season, if the Tenant's responsibility. Walks must be fully shoveled and ice removed within 24 hours of any snow fall. Walks and entrances shall be sanded/salted as needed to prevent slip and fall accidents. Any claims arising from slip and fall accidents are the sole responsibility of party designated here. Landlord hereby encourages Tenants to maintain adequate renters' insurance.

12. CODE VIOLATIONS; ADVERSE CONDITIONS. Landlord does not have actual knowledge of any building code or housing code violation that affects: a) the Premises or a common area associated with the Premises, b) presents a significant threat to Tenant's health or safety and has not been corrected, as required per Wis. Stat. §704.07(2)(bm). Any conditions adversely affecting habitability of the Premises such as no hot or cold water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities incapable of maintaining at least 67° in living area, no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions substantially hazardous to health or safety, would be disclosed in writing before the Agreement was signed or any deposit accepted.

13. USE; GUESTS. Tenant shall use the Premises for residential purposes only. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located, or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the Premises. No guest may remain for more than two weeks without written consent of Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises (or the building or development in which they are located) by Tenant or Tenant's guests and invitees.

14. PROMISES TO REPAIR. Any promise to repair, clean, or improve the Premises (including the promised date of completion) made by Landlord before execution of this Agreement, shall be in writing as an attachment to this Agreement. Time being of the essence as to completion of repairs does NOT apply to any delay due to causes beyond the Landlord's control. Landlord shall give timely written notice of any delay to Tenant.

15. MAINTENANCE. All requests by Tenant for non-emergency maintenance services by Landlord must be made in writing. Tenant acknowledges that, when making a maintenance request, Tenant is granting access to the Landlord, Landlord's agents, vendors, and anyone else the Landlord deems necessary to make the required repair(s). Tenant understands that maintenance work will generally be scheduled within 1 business day and that they typically will not receive a call prior to the repair work, but that maintenance personnel will knock and announce themselves before gaining entry. Tenant shall maintain the Premises under Tenant's control in a clean and as good a general condition as they were at the beginning of the Term or as subsequently improved by Landlord, except for normal wear and tear. Tenant is responsible for minor repairs including, but not limited to, replacement of batteries, light bulbs, fuses, and washers. Tenant shall not, without specific written approval of Landlord, physically alter or redecorate Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which subsequently affects the exterior appearance of the Premises or the property of which it is a part. This includes satellite dishes and antennas, which are not allowed unless written permission is granted by the Landlord. You are responsible for any repair costs associated with unauthorized alterations to the Premises or the property of which it is a part. No repairs, other than the minor repairs referenced above, shall be made without the Landlords' permission. Any bills incurred from unauthorized repairs are the sole responsibility of the Tenant. Any cost arising from the Tenant's unauthorized repairs are the responsibility of the Tenant. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which they are located. Tenant shall maintain all smoke and carbon monoxide detectors located in the Premises or give Landlord written notice if a detector is not functioning.

16. ENTRY BY LANDLORD. Landlord may enter the Premises at reasonable times upon advance notice to Tenant to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon the consent of Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises from damage. *Tenant acknowledges that when submitting a request for maintenance that Tenant is authorizing entry, during normal business hours and without further notice, by Landlord.* Tenant shall not add or change locks without obtaining written permission AND immediately providing Landlord keys to permit access to the Premises. Landlord shall not add or change locks without obtaining written permission from Tenant unless the addition or change of locks is made pursuant to court order or per Wis. State § 704.16 (imminent threat of serious physical harm). Improper denial of access to the Premises is a breach of this Agreement.

17. RENTER'S INSURANCE. Renter's insurance is required for the Premises:

If required, Tenant agrees to maintain renter's insurance during the entirety of this Agreement and any subsequent renewals. Tenant also agrees to name the Landlord and/or Landlord's agent as "additional interested party" on the policy. Should the Tenant fail to maintain renter's insurance, the Tenant authorizes the Landlord to enroll Tenant in Landlord's asset protection program at a cost of per month. Tenant understands that the asset protection program only covers specific damages to the Premises and does not cover the loss of any of Tenant's personal belongings.

If not required, the Landlord strongly encourages Tenant to still maintain a separate renter's insurance policy. Tenant acknowledges that the Landlord's insurance does not cover the loss of any Tenant belongings in the event of a fire, flood, water line break, etc., or any relocation costs if Tenant is displaced from the Premises due to such events.

18. RULES. Landlord may make reasonable rules governing the use and occupancy of the Premises and common areas. *A copy of the Resident Guide in place at the time of Tenant's signing this Agreement is attached, which includes the current rules for the Premises.*

Tenant acknowledges receipt of these rules prior to signing this Agreement. Any failure by Tenant to comply with these rules is a breach of this Agreement. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the amendment is delivered to Tenant. If an amendment materially and adversely affects Tenant's use of Premises, Tenant may, at any time before it becomes effective, give Landlord not less than 28-days written notice, to terminate this Agreement effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

19. MITIGATION; ABANDONMENT; PERSONAL PROPERTY. If Tenant abandons the Premise before the end of the tenancy, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for three successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home, or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or appropriate means [per Wis. State. § 704.05(5)(b)].

20. PARKING. Parking for the Premises is limited to the following:

Tenant acknowledges that vehicles must be fully parked on driveway areas. At no point should vehicle tires be on the lawn. If the property on which the Premises is located has designated parking areas, Tenant and guests must utilize those areas and are not to park outside of those areas. All vehicles must be fully operational and licensed. Working on vehicles is not allowed in parking areas at any time, except in emergency situations (changing a flat tire or jump starting a dead battery). Vehicles not displaying permits (where required) or vehicles illegally parked are subject to be towed without prior notice and at the owners' expense

21. MOLD PREVENTION. Tenant agrees to maintain the Premises in a manner that prevents the occurrence of mold or mildew. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- a. Tenant agrees to keep the Premises free of dirt and debris that can harbor mold;
- b. Tenant agrees to immediately report to the Landlord or Landlord's agent any water intrusion such as plumbing leaks, drips or sweating pipes;
- c. Tenant agrees to immediately notify Landlord or Landlord's agent of any overflows in the bathroom, kitchen or laundry facilities;
- d. Tenant agrees to immediately notify Landlord or Landlord's agent of any significant mold growth in the Premises;
- e. Tenant agrees to allow the Landlord or Landlord's agent into the Premises to make needed repairs;

- f. Tenant agrees to use the bathroom exhaust fan while bathing or showering and to report inoperable fans immediately;
- j. Tenant agrees to use the exhaust fans when cooking, dish washing or cleaning;
- k. Tenant agrees to keep windows, doors, and other openings closed properly to prevent outdoor water/moisture from entering the Premises;
- l. Tenant agrees to clean and dry any visible moisture on the windows, walls, ceilings, sills, and other surfaces, including personal property, as soon as possible (it takes approximately 36 hours for mold to grow);
- m. Tenant agrees to notify the Landlord or Landlord's agent of malfunctions of the heating or cooling system;
- n. Tenant agrees to hold harmless the Landlord and Landlord's agent from any actions, claims, losses, damages, and expenses that the Landlord or Landlord's agent may sustain or incur as a result of negligence of the Tenants, their guests, or other person living in or using the Premises.

22. LEAD-BASED PAINT PROVISIONS. See Addendum L attached to this Agreement.

23. SMOKE & CARBON MONOXIDE DETECTOR NOTICE. Landlord shall install functional smoke and carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law. If Tenant or any government inspector gives written notice to Landlord that a smoke or CO detector is not functional or has been removed, Landlord shall repair or replace the detector within 5 days after receipt of notice. Tenant shall maintain the smoke and CO detectors in the Premises and upon discovery that a smoke or CO detector requires maintenance, agrees to immediately either perform any maintenance necessary to make the detector functional or provide Landlord written notice regarding the required maintenance.

24. NON-SMOKING. For the purposes of this section, "smoking" includes the inhaling, exhaling, breathing or carrying any cigar, cigarette, tobacco product, nicotine product, vaping, or similar lighted product in any manner or form. As a Tenant, you acknowledge and agree to abide by the fact that the Premises are smoke-free and must be treated as such by all occupants and your guests. It is solely your responsibility to inform your guests of the no-smoking policy and to monitor their actions. It is also the Tenant's responsibility to promptly give the Landlord written notice when tobacco smoke is migrating into the Premises from outside sources.

Additionally, Tenant acknowledges the Landlord's adoption of a smoke-free living environment, and the efforts to designate the complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of a smoke-free condition of the Premises and common areas. However, the Landlord shall take reasonable steps to enforce the smoke-free terms of this Agreement and to make the common areas smoke-free. The Landlord is not required to take steps in response to smoking unless the Landlord knows personally of smoking or has been given written notice of smoking.

The Landlord does not warranty or promise the rental property or common areas will be free from secondhand smoke. Tenants acknowledge that the Landlord's ability to police, monitor, or enforce the agreements of this notice is dependent in significant part on voluntary compliance by Tenants and their guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce this notice than any other Landlord obligation under this Agreement.

25. PEST. If the Tenant has any knowledge of an insect infestation, the Tenant should notify the Landlord immediately. Such notification constitutes permission for the Landlord to enter the Tenant's dwelling unit during business hours for the purpose of inspecting or for controlling any insect infestation. A Tenant who fails to notify the Landlord of the presence of an insect infestation will be held liable for **all** insect infestation control expenses for the Premises and surrounding area that is or may become infested with insects. Such expenses may include, but are not limited to, the cost of insect/pest control treatment(s). This may include removal of carpeting or other kinds of flooring, the removal or replacement of cabinets or other surfaces, repainting and all costs incurred by the Landlord for each tenant displaced from an apartment that became infested with insects as a result of Tenant's failure to notify the Landlord of the presence of an insect infestation. Upon notice from a Landlord, the Tenant shall grant the Landlord, Landlord's agent, employee, pest control companies and other individuals, access to the Tenant's unit for the purpose of conducting an inspection for controlling insect infestations.

- a. If the Tenant fails to cooperate with the Landlord, Landlord's agent and employees, or the Landlord's designated pest control company in a way they have determined is necessary to satisfactorily complete requisite treatments to control an insect infestation.
- b. The Landlord shall not be liable to the Tenant or Tenant's guests for any damages relating to and arising from the presence of an insect infestation; and
- c. The Tenant will be found to have violated the Wisconsin Statute §704.07(3) for failure to maintain their dwelling unit materially affecting health and safety. A violation of this section entitles the Landlord to terminate the tenancy and seek damages.
- d. The Tenant shall comply with what is deemed necessary by the pest control company to rid the Premises of the insect infestation.
- e. The Tenant and Landlord shall not apply any bedbug/insect infestation control treatments as this must be completed by an insect/pest control professional.
- f. The control of an insect infestation may constitute damages to the Premises beyond normal wear and tear and the Landlord may itemize and deduct from the Tenant's security deposit those actual costs pursuant to Wisconsin Statute §704.07 (3).
- g. The Landlord shall have a separate cause of action for the collection of costs related to the control of insect infestation that exceed a Tenant's security deposit and for which the Tenant is liable to the Landlord.

26. VIEWING OF PREMISES. Tenant acknowledges that Tenant has seen, or has been offered and declined to see, the actual Premises prior to move-in. Tenant also acknowledges that the Landlord has made no additional promises to repair unless they are listed in writing. Tenant acknowledges that Landlord has provided a check-in sheet which includes an itemized description of the condition of the Premises.

27. CONTROLLING LAW. Landlord and Tenant understand that their rights and obligations under the Agreement are subject to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances, and any other applicable law, including any amendments to these applicable laws during the Term of this Agreement. Both parties shall obey all governmental orders, laws, rules and regulations related to the Premises.

28. SALE OF PROPERTY. Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Agreement are expressly released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Agreement. Tenant agrees to allow any showings and inspections associated with the sale of the property on which the Premises are located. Denying access associated with the sale of the property will be considered a breach of this Agreement and grounds for termination.

29. TENANT FEE SCHEDULE. The following Tenant fees are part of this Agreement. These charges have been put in place to offset the cost and time involved to address each issue listed below on behalf of the Tenant. Failure to pay these fees when due will constitute a breach of this Agreement.

- a. FAILURE TO TRANSFER/CONNECT UTILITIES (\$50)* Fee charged when a Tenant fails to connect utilities in Tenant's name after taking possession of the Premises. This is charged in addition to the prorated utility charges owed.
- b. FAILURE TO MAINTAIN UTILITIES (\$100)* Tenant is required to maintain utilities until the termination of this Agreement. Failure to maintain them requires Landlord to inspect, schedule utility re-connection, delays any needed repairs, and causes extra accounting work.
- c. FAILURE TO MAKE PROPERTY ACCESSIBLE (\$50 Per Occurrence)* If Landlord or Landlord's agents are denied access to the property for any reason.
- d. LEGAL NOTICE POSTING (\$50)* This fee is charged when rent is late and Landlord has to physically prepare and deliver the notice required by law to the Premises. This is in addition to any late fees or eviction costs that may also be incurred.
- e. LEASE MODIFICATION FEE (\$50)* This fee is charged anytime a Tenant wants an administrative action that will cause this Agreement to be modified. This includes, but is not limited to, removing a Tenant and adding/removing a pet. This does not include subletting, which has its own fee below.
- f. SUBLET FEE (\$150)* Changing a Tenant on this Agreement requires new parties to be re-screened and a new lease agreement drafted.
- g. ADMINISTRATION FEE (\$5/MONTH)* The monthly admin fee is charged by Landlord's agent to offset some of the service costs provided to Tenant each month. This includes online portal access, online payments, online maintenance requests, electronic statements, and our 24-hour maintenance hotline.
- h. LOCK OUT FEE (\$80)* Should Tenant get locked out of the Premises and require Landlord to dispatch a technician to gain access, this fee will be assessed, per occurrence.
- i. STOP PAYMENT FEE (\$50)* This fee is charged if a Tenant does not receive a check from the Landlord for any reason that is the fault of the Tenant. (For example, Tenant provided wrong forwarding address and Landlord's security deposit refund check is lost in the mail.) This fee covers the stop payment and issuance of a new check.

30. NOTICE OF DOMESTIC ABUSE PROTECTIONS.

A. As provided in section 106.50(5m)(dm) of the Wisconsin Statutes, Tenant has a defense to an eviction action if the Tenant can prove that the Landlord knew, or should have known, the Tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

1. A person who was not the Tenant's invited guest; or
2. A person who was the Tenant's invited guest, but the Tenant has done either of the following:
 - a. Sought an injunction barring the person from the Premises; or
 - b. Provided a written statement to the Landlord stating that the person will no longer be an invited guest of the Tenant and the Tenant has not subsequently invited the person to be the Tenant's guest.

B. A Tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate this Agreement in certain limited situations, as provided in section 704.16 of the Wisconsin Statutes. If the Tenant has safety concerns, the Tenant should contact a local victim service provider or law enforcement agency.

C. Tenant is advised that this notice is only a summary of the Tenant's rights and the specific language of the statutes governs in all instances.

31. NOTICE REGARDING SEX OFFENDER REGISTRY. Tenant may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

32. ELECTRONIC COMMUNICATION. Tenant authorizes and agrees to the Landlords use of electronic communication during the term of the tenancy. This includes, but is not limited to, the email and text messaging numbers supplied here by the Tenant

TENANT 1	EMAIL:	CELL PHONE:
TENANT 2	EMAIL:	CELL PHONE:
TENANT 3	EMAIL:	CELL PHONE:
TENANT 4	EMAIL:	CELL PHONE:
TENANT 5	EMAIL:	CELL PHONE:
TENANT 6	EMAIL:	CELL PHONE:

33. ADDITIONAL PROVISIONS.

- a.
- b.
- c.

34. ATTACHMENTS: The documents are attached to this Agreement and incorporated herein by reference.

- | | |
|---|---|
| *Real Estate Agency Disclosure | *Non-Standard Rental Provisions |
| *Check-In Sheet (To be completed by Tenant) | *Lead Based Paint Disclosure & Pamphlet |
| *Animal Agreement | *Resident Guide |
| * | * |
| * | * |

35. COPIES. Tenant acknowledges receipt of a full copy of this Agreement and any attachments selected in section 33 above.

NOTE: SIGNING THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS AND OBLIGATIONS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL RIGHTS UNDER THIS AGREEMENT. THIS AGREEMENT INCLUDES THE ATTACHMENTS REFERENCED ABOVE.

TENANT 1:	DATE:
TENANT 2:	DATE:
TENANT 3:	DATE:
TENANT 4:	DATE:
TENANT 5:	DATE:
TENANT 6:	DATE:
LANDLORD/AGENT:	DATE:

NON-STANDARD RENTAL PROVISIONS

The following are charges that can be removed by Landlord from your security deposit if they remain unpaid at the termination of your lease agreement. By initialing by each item below, you are indicating that you have been made aware of these items, and you fully understand that they may be your financial responsibility.

ORDINANCE VIOLATIONS - If you are responsible under the lease for mowing the lawn or removing snow/ice from your sidewalks or other designated areas, you must do so within a reasonable time period or you will be assessed a fee of \$25 plus actual costs incurred by the Landlord to complete the work for each occurrence. You are also responsible for the payment of any municipal fines or other costs imposed on the Landlord due to your failure to comply with law or local ordinances. These include, but are not limited to, lawn mowing, snow/ice removal, trash and parking violations.

INITIALS:

HOLDOVER TENANT - Lease Maturity Date & Time Is Of The Essence. If you or your possessions are not completely removed from the Premises by the lease end date and time, the Landlord will recover from you all damages suffered by the Landlord because of your failure to vacate the Premises. At minimum, the Landlord shall recover as minimum damages twice the monthly rent amount apportioned on a daily basis for the time you remain in possession of the Premises. The Landlord also is entitled to any additional damages resulting from your failure to vacate the Premises when required.

INITIALS:

KEYS/LOCKS - Any keys not returned to Landlord at or before the time of check-out will result in a re-keying charge equal to the actual cost to re-key the door including labor. Again, all keys must be returned to the Landlord on or before the check-out date and time. You will be charged for re-keying or changing locks that were: (a) requested by you during the term of your lease; (b) performed by or on behalf of the Landlord due to your loss or damage. You are not permitted to install locks on any doors without the written permission of the Landlord. You will be charged for any expense necessary to remove unauthorized locks. In the event you request Landlord to unlock your unit or other door for any reason, you agree to pay a service charge of \$50 during normal business hours (9:00am-4:30pm Monday through Friday) and \$75.00 during non-business hours.

INITIALS:

UNAUTHORIZED PETS - You may not have any pets on the Premises at any time without the Landlords prior written consent. If a pet is brought on the Premises without prior written approval from Landlord, you will be assessed a penalty of \$150.00 and an additional \$20.00 penalty will be assessed each day the pet remains on the Premises. This provision does not grant permission to keep an unauthorized pet on the Premises.

INITIALS:

SUBLET - In the event you desire to sublet the Premises, all parties must agree to the changes to the lease agreement. Additionally, any new tenant(s) must also meet the same criteria that you, the original Tenant(s) had to meet. There is a fee for screening and redrafting lease paperwork that is due at the time the lease is updated. This fee is your responsibility as the original Tenant(s). Any unpaid Sublet fees will be removed from your security deposit.

INITIALS:

FAILURE TO FULFILL LEASE If you vacate the Premises prior to the end of the lease term, default in rent payment(s), and/or are removed from the Premises for failure to pay rent or other breach of the lease, you are encouraged to locate a qualified person to sublet your Premises. In the event you cannot or will not procure a qualified sublet tenant (whether or not advance notice is provided), you are responsible for all fees related to re-renting the Premises to a qualified renter, as permitted under Wis. Stat. §704.29. These fees may include but are not limited to Landlords actual costs for marketing/advertising the Premises and amounts paid by the Landlord related to showing, screening and procuring a qualified renter. You are responsible for rent and utilities until the Premises are re-rented. You agree to have any unpaid fees removed from your security deposit.

INITIALS:

FEE SCHEDULE The following Tenant fees (if incurred) are the responsibility of the Tenant to pay. These are detailed in the Tenant Fee Schedule, Section 29 of the lease agreement. Unpaid fees may be removed from your security deposit.

- a. NSF Fees
- b. Late Fees
- c. Outstanding Repair Bills
- d. Sublet Fees
- e. Lease Modification
- f. Failure To Maintain Utilities
- g. Failure To Make Property Accessible
- h. Stop Payment Fee
- i. Pet Fees
- j. Failure To Transfer/Connect Utilities
- k. Legal Notice Posting Fees
- l. City Violation Fees
- m. Check Stop-Payment Fees
- n. Administrative Fees
- o. Lock Out Fees
- p. Special Walk Through Fees

INITIALS:

HEATING - You agree to notify Landlords management of any issues with the heating system immediately. You also agree to maintain the Premises at a temperature warm enough to prevent frozen pipes during the heating season. If the thermostat is found off or set low enough to cause frozen pipes, you will be assessed a \$50 fee for each instance. In addition to the \$50 charge, you will also be responsible for any damage caused by failing to maintain the temperature adequately, including but not limited to frozen water pipes. Landlord may adjust the heat at any time if it is determined that the heat is not set at a level sufficient to protect water pipes from freezing; this includes during winter breaks and weekends when no one appears to be present at the Premises. At properties where the Landlord pays the heat, all windows must remain closed during the heating season (Oct through Apr). If windows are left open during this period, a charge of \$15 per window, per day will be assessed to you.

INITIALS:

I (we) have read, understand and accept the above Non-Standard Rental Provisions as part of my (our) lease. By my (our) initials above, I (we) acknowledge that the Landlord has identified and discussed each of the above provisions with me (us).

TENANT 1

DATE:

TENANT 2

DATE:

TENANT 3

DATE:

TENANT 4

DATE:

TENANT 5

DATE:

TENANT 6

DATE:

LANDLORD/AGENT:

DATE:

ANIMAL AGREEMENT

If your lease agreement allows for animals to reside at your premises, the following rules apply. Only the animals listed here are allowed. An animal fee in the amount of is due each month with the rent payment. The full amount of rent, and all additional fees, is due by the 1st of each month or late fees will apply.

CATS	Assistance Animal?	APPROVED CATS:
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- Take all necessary precautions to keep the animal from relieving itself inside the residence.
- Keep animals groomed so that hair shedding in the house is not a problem and fleas/parasites are under control
- Not leave food, water, or litter boxes for the animal on any carpeted surfaces in the unit.
- Pay immediately for any damage, loss, or expense caused by the animal
- Keep animals from causing any annoyance/discomfort to others. Remedy immediately any complaints received by Management.
- Permanently remove animal from property, at Management's request, if the animal become a problem (biting, causing damage, etc.).
- Assume all responsibility should the animal cause any injury to another person.

DOGS	Assistance Animal?	APPROVED DOGS:
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- Animals must be fully housebroken before moving into the apartment
- Keep the animal under control at all times and attended when outside the apartment.
- Take all necessary precautions to keep the animal from relieving itself inside the residence.
- Clean up lawn of animal waste on a daily basis. You will be billed \$15/day if it is not cleaned up daily.
- Keep animal on leash, as specified by local laws, whenever it is outside. Leashes are not allowed to be tied to light posts.
- Keep animals from causing any annoyance/discomfort to others. Remedy immediately any complaints received by Management.
- Keep animals groomed so that hair shedding in the house is not a problem and fleas/parasites are under control.
- Not leave food or water for the animal on any surfaces in the unit other than linoleum or concrete flooring.
- Pay immediately for any damage, loss, or expense caused by the animal
- Permanently remove animal from property, at Management's request, if the animal become a problem (barking, biting, causing damage, etc.)
- Assume all responsibility should the animal cause any injury to another person.
- Tenants are responsible for making sure that their animal does not damage the lawn either by digging or by killing grass from urine. These areas must be repaired immediately by you or we will do it and you may be billed.

CAGED ANIMALS/AQUARIUMS	Assistance Animal?	APPROVED ANIMALS:
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- Individual aquariums are limited to 10-gallon max in size with no more than 3 per apartment
- Special caution must be used to prevent rocks and debris from entering the plumbing system when cleaning tanks.
- Steps must be taken to mitigate any excess humidity in the apartment caused by the tank(s).
- Caged animals must remain in cages while living at the property.
- Cages should be regularly cleaned, and steps taken to prevent smells and odor in the apartment

I (we) have read and understand the above-listed rules. We agree to abide by them and understand that failing to do so may result in the animal no longer be allowed to reside at the property. Additionally, we agree to pay for any repairs or damage caused by the animal or our negligence.

TENANT 1:

DATE:

TENANT 2:

DATE:

TENANT 3:

DATE:

TENANT 4:

DATE:

TENANT 5:

DATE:

TENANT 6:

DATE:

PARKING NOTICE
PARKING PERMIT REQUIRED?

IF 'YES', THE FOLLOWING RULES APPLY

The property that you live at **REQUIRES** your vehicle to have a permit always displayed to legally park in the parking lot. We do this so unauthorized people are not parking in the lot and taking parking spaces from actual residents. We authorize a towing company to monitor the parking lot and remove vehicles without a valid/current permit displayed. Please carefully read through the following parking rules:

- Office staff, maintenance staff, and towing companies do not have any tenant vehicle details.
- Only vehicles with a valid, current permit are allowed in the parking lot at any time.
- Parking permit must be hung from your rear-view mirror or visible on your front dash anytime you are in the lot.
- Vehicles must always be fully parked in the lot. No part of the vehicle may be on the lawn at any time.
- If your car is towed because you failed to display your permit properly, the owner or management cannot assist you with the matter. We have no authority to waive or reimburse towing or storage fees regardless of the circumstances.
- Towing company **DOES NOT** have your vehicle info. They **ONLY** look for valid permits.
- There is no guest parking, so visitors of yours will need to park on the street. Signs are posted, but we ask that you remind your guests so that they do not get towed.
- The parking lot is monitored by a private towing company and has no affiliation with the owner or management.
- Questions, concerns or disputes with towing will need to be addressed directly with the towing company.
- It is a violation of City ordinances to have a car on the property with expired or missing plates. Even if you have a valid permit, your car could be towed.
- It is a violation of City ordinance to have inoperable cars parked on the property. Even if you have a valid permit, your car could be towed.
- Vehicles must be moved periodically (once a month at minimum) during the winter months so that snow and ice removal can be handled. Vehicles that do not move for periods longer than this are subject to towing even if you have a valid permit.
- Only the owner or management can issue permits for the property. If unauthorized permits are found, you will forfeit all permits and any rights to park in the parking lot for the remainder of the lease agreement.

Again, these rules are in place so that we can assure that you, as a paying resident, have a parking space available when you come home. Please **STRICTLY** follow them to avoid having your car towed. If your car does get towed, you can contact the Police department and they will direct you to which towing company removed the car.

IF 'NO', THE FOLLOWING RULES APPLY:

- Office staff, maintenance staff, and towing companies do not have any tenant vehicle details.
- Vehicles must always be fully parked in the lot. No part of the vehicle may be on the lawn at any time.
- Questions, concerns or disputes with towing will need to be addressed directly with the towing company.
- It is a violation of City ordinances to have a car on the property with expired or missing plates. Even if you have a valid permit, your car could be towed.
- It is a violation of City ordinance to have inoperable cars parked on the property. Even if you have a valid permit, your car could be towed.
- Vehicles must be moved periodically (once a month at minimum) during the winter months so that snow and ice removal can be handled. Vehicles that do not move for periods longer than this are subject to towing.

I understand and agree to follow these parking rules and conditions. I also agree to notify management of any change in my vehicle information.

TENANT 1:

DATE:

TENANT 2:

DATE:

TENANT 3:

DATE:

TENANT 4:

DATE:

TENANT 5:

DATE:

TENANT 6:

DATE:

**ADDENDUM L TO LEASE - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

Addendum made part of the Lease or Rental Agreement for the Tenant (referred to in the singular whether one or more, also referred to as the lessee), with respect to the property at

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURES AND CERTIFICATION:

(1) **DISCLOSURE** (a) Landlord hereby represents that Landlord has no knowledge of any lead-based paint or lead based paint hazards (see definitions at lines 98-102)(collectively referred to as LBP) present in or on the Property except:

*
*

(Explain the information known to Landlord, including any additional information available about the basis for the determination that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none".)

(b) Landlord hereby confirms that Landlord has provided the Tenant with the following records and reports which comprise all of the reports and records available to Landlord pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

(Identify the LBP records and report(s) (e.g. LBP inspections, assessments, abatements, etc. - see definitions at lines 92-93, 96-97, & 103-108) furnished to Buyer, or indicate "none available".)

(2) **CERTIFICATION:** The Landlord has reviewed the information above and certifies, to the best of Landlord's knowledge, that the information provided by Landlord is true and accurate.

AGENT'S ACKNOWLEDGMENT AND CERTIFICATION:

(1) **ACKNOWLEDGMENT:** The agent(s) in this transaction hereby acknowledge that: (1) the Landlord was informed of his or her obligations, detailed on page 2 of this Addendum, under the Federal LBP Law; and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

(2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their knowledge, that that the information provided by them is true and accurate.

(X) _____, Candlewood Property Management, LLC

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Landlord Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, ss. 745.107, 745.110 & 745.113; and 24 CFR subtitle A, Part 35, Subpart H, ss. 35.88, 35.90 & 35.92, which are collectively referred to in this Addendum as Federal LBP Law.)

DISCLOSURE REQUIREMENTS FOR LANDLORDS. (a) The following activities shall be completed before the tenant is obligated under any contract to lease target housing that is not otherwise an exempt transaction pursuant to Federal LBP Law. Nothing in this section implies a positive obligation on the landlord to conduct any evaluation or reduction activities.

(1) **Provide Lead Pamphlet to Tenant.** The landlord shall provide the tenant with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled Protect Your Family From Lead in Your Home (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

(2) **Disclosure of Known Lead to Tenant.** The landlord shall disclose to the tenant the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased. The landlord shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(3) **Disclosure of Known LBP & LBP Records to Agent** The landlord shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The landlord shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

SAMPLE

ADDENDUM L TO LEASE - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

(4) Provision of Available LBP Records & Reports to Tenant The landlord shall provide the tenant with any records or reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) Disclosure Prior to Acceptance of Offer If any of the disclosure activities identified in paragraph (a) of this section occurs after the tenant has provided an offer to lease the housing, the landlord shall complete the required disclosure activities prior to accepting the tenant's offer to lease and allow the tenant an opportunity to review the information and possibly amend the proposed lease.

CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.

(a) Landlord requirements. Each contract to lease target housing shall include an attachment or within the lease the following elements, in the language of the lease contract (e.g. English, Spanish):

(1) Lead Warning Statement A lead warning statement with the following language:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

(2) Disclosure of Known LBP & Lap Information Re' the Property A statement by the landlord disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The landlord shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(3) List of Available Lap Records & Reports provided to Tenant A list of any records or reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the tenant. If no such records or reports are available, the landlord shall so indicate.

(4) Tenant Acknowledgment of Receipt of Disclosures Records & pamphlet A statement by the tenant affirming receipt of the information set out in paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required under Federal LBP Law.

(5) Agent Certification When any agent is involved in the transaction to lease target housing on behalf of the landlord, a statement that:

- (i) The agent has informed the landlord of the landlord's obligations under Federal LBP Law; and
- (ii) The agent is aware of his or her duty to ensure compliance with the requirements of this subpart.

(6) Signatures. The signatures of the landlords, agents, and tenants certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

OTHER DEFINITIONS:

Available means in the possession of or reasonably obtainable by the landlord at the time of the disclosure.

Abatement means the permanent elimination of lead hazards by methods such as removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance with any requirements stated in any applicable law.

Common area means a portion of a building generally accessible to all residents/users including, but not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.

Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision of a report explaining the results of the investigation.

Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.

Risk assessment means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection; (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.

**ADDENDUM L TO LEASE - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

By signing below you are verifying that you have received the Addendum L and the Lead-Based Paint Pamphlet

TENANT 1:
TENANT 2:
TENANT 3:
TENANT 4:
TENANT 5:
TENANT 6:

DATE:
DATE:
DATE:
DATE:
DATE:
DATE:

SAMPLE

RESIDENT GUIDE/PROPERTY RULES

YOUR NEW HOME

We wish to extend a hearty welcome to you as a resident! We hope that the months and years to come will be a pleasant and experience. We want to thank you for choosing to lease with us and we will do our best to make your move as smooth and efficient as possible. We stand ready to assist you in any way within our capabilities as property managers. We ask only that you abide by the terms of your rental lease. In this guide, the term "apartment" is construed to mean apartment, single family dwelling and/or duplex.

This guide has been written to assist you in smoothing your way toward successful and enjoyable apartment living. This guide states the policies of the owner regarding the administration of your tenancy, explains our mutual responsibilities to each other and contains some hints for better enjoyment of the property. This guide constitutes the rules and regulations of your apartment, unless otherwise provided for in the apartment lease in effect for the tenancy.

APARTMENT LEASING BASICS

THE APARTMENT LEASE

It is the property owner's policy is to have a lease with each resident. It may be for a year, or a number of months, under very special conditions. Leases protect both the owner and resident and are favored over verbal rental agreements by Wisconsin law. The conditions of the tenancy are thus written out for you to read and understand. We use the standard lease form approved by the Wisconsin Real Estate Examining Board; completed to fit the particular tenancy agreed upon. You should read your lease carefully and understand its provisions.

PROPERTY MAINTENANCE - OWNER RESPONSIBILITIES

The property owner, or their agent, is responsible for the structure of the building. Servicing of electrical, heating and plumbing systems are done either by the owner, a contractors or our staff through our office. Your lease will specify which utility costs you are responsible for and also if you are responsible for lawn care or snow removal. Trash & recyclables are picked up on a regular basis.

PROPERTY MAINTENANCE - RESIDENT RESPONSIBILITIES

Under the Wisconsin State Owner/owners agent and Tenant Law (Chapter 704) and the Agriculture Trade and Consumer Protection Residential Rental Practices (Chapter Ag. 134), you as the resident have clearly defined responsibilities for tenantable maintenance during your occupancy of the apartment. Damage, breakage or injury to the property not caused by normal wear and tear is the responsibility of the resident to repair. Thus, a broken window, crayon drawings on the walls, a clogged toilet or sink, burnt out light bulbs, holes made in the walls, leaky faucets, etc, must be either fixed by you or, if done at your request by the owner/owners agent, must be paid for by you. Any fixtures installed by you may be removed upon vacating the apartment if the property is restored to the same condition as before the installation. You must use due care to prevent or minimize needless damage which occurs due to water overflows, leaks, open windows, freeze ups, loose objects being blown by high winds, etc. Your lease will specify which utility costs you are responsible for as well as any other responsibilities you may have for lawn care and snow removal.

NOTE: Failure to report items such as water leaks may result in your being liable for the costs associated with its repair or usage. In addition, if you are responsible for lawn care and/or snow removal, you can be held liable for damage or injury associated with them such as slip & falls, or city fines if not done in a timely manner. For this reason, we STRONGLY encourage residents to have renters insurance to protect you and your belongings.

REPAIRS

Specific repairs for which you, as a resident, may be responsible for are:

- 1) Garbage disposal becomes jammed.
- 2) Toilet becomes plugged.
- 3) Sinks and drains become clogged.
- 4) Light bulbs burn out.
- 5) Windows are broken
- 6) Other repairs under the direct control of the tenant as a result of abuse, neglect or failure to protect the property.
- 7) Window and door screens become torn
- 8) Carpet becomes spotted or stained
- 9) Dishwasher becomes clogged
- 10) Bathroom fixtures pulled loose
- 11) Walls become spotted or stained

RENTAL TERMS

Rent is due on the first of the calendar month unless otherwise stated in your lease. Please mail payment 5 days before the first to ensure that it is in our office on time. Late rents are subject to late fees as described in your lease agreement.

RESIDENT POLICIES

The following policies have been proven from long experience to be essential and conducive to harmonious relations in the close environment of apartment living.

APARTMENT CLEANLINESS: During your tenancy, we require that your place be kept in a clean and organized. This is important for health and safety reasons, to curb potential rodent/insect issues, and for the general well-being of our residents and the property. Failure to maintain your place in an acceptable fashion can be grounds for termination of lease agreements.

DECORATION OF APARTMENTS: You may redecorate your apartment if you request permission in writing from the owner/owners agent and include the work to be done, by whom, and specify the colors to be used. Apartment redecoration is at your expense.

EXTERMINATION SERVICE: The control of insects and rodents can be very costly to the owner of your building. They did not invite pests/rodents in and it is not their fault if they are there. The best prevention is cleanliness, neatness, proper garbage and doors and basement windows closed. Do not let trash, debris, old unwashed clothes, etc. accumulate in the apartment/basement areas. Clean up dropped food and keep food containers tightly closed. Professional extermination services must be requested only when necessary. If it can be determined that you are responsible for the infestation, you may be held liable for the cost of extermination and related costs.

FIRE ALARM SYSTEM: Not all buildings have fire alarm systems, but if they do please be aware that they do not automatically call the Fire Department. They only alert the tenants to a fire in the building. The Fire Department must still be called. Do not use the building fire extinguishers for anything other than fighting fires. When needed, they must be ready for their job.

GRILLING: Grilling and storage of grills is prohibited on balconies & decks at all times. Storage of a flammable liquid or outboard motors is prohibited in the building. (City Fire Regulation) Stay in attendance of your grill whenever it is lit and extinguish the ashes as soon as you are done grilling. No grills should be kept in front of the building or on upper decks. After it is cooled, put it in your garage or by your back door.

GARBAGE: Food remains are best disposed of by being placed in a plastic bag in the trash container. Proper garbage disposal is vital to the prevention of insects and rodents in the building. The resident will be responsible for disposal of items other than foodstuff, trash mail and other small items. The resident will also be responsible for any fines or penalties levied as a result of their not conforming to recycling laws.

SATELLITE DISHES: Please note that we have many properties that do not allow satellite dishes. Those properties that do require that the tenants must receive written permission in advance of installation and pay an additional deposit. The deposit will be returned once the dish and post are removed. Additional rules also apply to how and where dishes must be placed and it is possible that a property may allow dishes, but the satellite dish may not be able to get a signal.

INSURANCE ON PROPERTY: The building owner carries fire, other damage and personal property liability insurance on the building --- NOT on its contents. You should protect your personal belongings with adequate renters insurance. Residents with water beds or fish aquariums must carry appropriate insurance to protect the owner/owners agent from water damage to the building. Seek the advice of your insurance agent.

KEYS: You were given keys when you moved into your apartment. Please return them all when you leave. Keys cost about \$2.00 apiece, and often require a change of locks when not returned, at costs over \$75.00, which will be subtracted from your security deposit. PLEASE NOTE: We have a few properties with high-security locks and keys. Losing these generally requires the locks be changed out and they can cost up to \$300 or more for these specialized locks that you would be liable for. Monitor your keys closely to avoid these charges. Owner/owners agent maintains a master key file for all rental units in the event you lose a key or lock yourself out. (See #23)

HALLWAY/COMMON AREAS: Nothing can be in the hallway/common areas other than a welcome mat outside the tenants' door. This is not a storage area. These areas are cleaned on a regular basis & must be presentable at all times. Also, if a tenant makes a mess either moving in or out, that tenant is responsible for cleaning it up or the extra cleaning charge will go to that tenant.

BUILDING: Nothing can be leaning against any of the buildings or left outside. The grounds must be presentable at all times. Any extra storage **MUST** be put in your garage, basement, storage area or apartment.

LAUNDRY FACILITIES: Coin-operated laundry equipment is easy to use if the directions are followed. Please clean the equipment and filters after use. Clean up after your laundry is finished, removing all boxes, trash, lint, and cleaning up any water spills. Notify Owner/owners agent should there be any problems with the machines or conditions of the laundry room.

LIGHT BULBS: The building owner supplies light bulbs for use in the halls, stairways, laundry area and exterior of the building. Bulbs are usually marked to prevent pilferage. Please do not remove the light bulbs. You are responsible for any burned-out bulbs in your apartment.

BASEMENT STORAGE, GARAGE AND/OR ADDITIONAL STORAGE: Storage areas and garages are provided to safeguard your property. They should be kept neat, free from fire hazards and arranged to provide ventilation. Keep them locked and report any break-ins to

our office. This space is provided gratuitously and we cannot accept responsibility for loss or damage to items stored therein.

PETS: Many apartment buildings do not allow pets because of the damage they cause. Pets may be well behaved however, even they get frustrated and bored when left alone for a period of time. You must get permission from Owner/owners agent before a pet is allowed. A pet fee and/or deposit may be required. Pet fees are strictly for the convenience of having a pet and are not a security deposit or a prepayment for any pet damage. You will still be additionally liable for damage/cleaning costs of your pet. Pets must be picked up after and on a leash when outside. Your pet must **NOT** be left outside by itself. If rules are not followed, your lease may be terminated upon notification. Some owners require that pet owners have renters insurance. This is a good precaution for all pet owners as it will help protect you for liability in regards to damage caused by your pet, in addition to covering your belongings.

If a pet is brought on the premises at any point without prior written approval from Owner/owners agent, even if it is only visiting, you will be assessed a penalty of \$150.00 and a \$20.00 penalty will be assessed each day the pet remains on the premises. This provision does not grant permission to keep an unauthorized pet in your unit.

PARKING SPACE: Adequate parking spaces are provided for each resident at most properties. Garages are provided (at some locations) at an additional rent. Do not park in areas that block traffic, block garbage cans, in fire lanes, or on grass. Doing so may result in your car being towed at your expense. At no time do we allow tenants to repair cars at the property other than changing a flat tire.

PEST CONTROL GUIDELINES: Keeping your place pest free is a priority for us. Listed here are some basic rules that we ask all residents to follow. These items should minimize the chances of your property having issues with pests.

- **DO** wash your bedding at a minimum of every ten days using good quality detergent and hot water. This includes mattress pad, pillow cases, pillows and sheets.
- **DO** frequently deep vacuum all carpets and rugs as well as all furniture, crevices and the like.
- **DO** sweep, dust and remove all human, pet or other dander from your room.
- **DO** keep all floors, counters and kitchen areas clean of food, sugar and crumbs that attract and feed insects and small rodents.
- **DO**, when travelling, carefully inspect your luggage and clothing for cockroaches, bedbugs, silver fish and earwigs. Remove them with a vacuum, dispose of them immediately.
- **DO** report immediately to the owner/owners agent any infestation that you discover so the owner/owners agent may evaluate the infestation with you
- **DO** acquire your furniture through a new or reputable used furniture outlet. Before you set up used furniture in your apartment, vacuum it completely with a power vacuum, getting into all crevices. You should remove the gauze undercoating and vacuum thoroughly to remove any uninvited guests.
- **DO NOT** bring in used furniture from a place where you are unaware of its prior use, you may be bringing in rodents, cockroaches, bedbugs, ants and other things that might bite you or your guests and reproduce in your apartment.
- **DO NOT** let any insect get a foothold in your apartment.
- **DO NOT** leave food on the floor.
- **DO NOT** fail to turn in your move-in checklist.
- **DO NOT** allow your roommates to bring in used furniture that they found in an alley, curbside or yard sale which may already be a biohazard due to human waste or rodent/insect infestation.
- **DO NOT** purchase used mattresses; you very well could be bringing in bedbugs or their eggs.

GUEST PARKING AREAS: Are for guests, or when you need to park somewhere *temporarily*. Vehicles not moved after 1 week or that have expired plates will be towed at the owner's expense.

SMOKE/CO ALARMS: All living units and common areas have smoke alarms. Some units have CO detectors as well. Residents are responsible to keep these alarms in place and operable and to inform the owner/owners agent if they need maintenance or need a new battery. You are responsible for any costs incurred by the Owner/owners agent as a result of tampering or removing any alarms in your unit or building. Please test them monthly and report any problems in writing to our office.

PICTURE HANGERS: The best hangers are the nail and hook type. When carefully installed and removed, they only make a little hole, which is easily patched. Any wall damage other than these small holes will result in a repair charge against your security deposit when you vacate.

CAUSING DISTURBANCES: We wish to standardize the hours of quiet in our apartments as 10:00 p.m. to 7:00 a.m. Please cooperate by turning down your television, stereo, or radio, cease the playing of musical instruments and caution your guests about noise. Between these hours noise should not be able to be heard outside your unit.

SNOW AND ICE REMOVAL: In the apartments that residents are not required to remove snow and ice, you are requested to cooperate with the people whose job it is by moving your vehicle if appropriate so snow removal may be expedited. Check your lease to determine snow removal responsibilities. If you are responsible for snow and ice removal, you also assume the liability that it is done properly and safely and for related injuries caused by snow and ice.

TOYS: Toys become a nuisance when strewn around the yard and in common areas of the building. Please keep toys picked up and out of yards when not in use. Do not keep bicycles, toys, etc. in the halls or stairways. These things should be stored in the basement or your garage.

UTILITIES CONSERVATION: Whether you pay the utilities bills or we furnish them, utilities should be conserved. Waste is waste. Call Owner/owners agent immediately on water leaks, lights burning, or heaters running without cause. You may be held liable for utility waste costs and repairs if you knew of an issue and did not report it. Contact our office to report any issues and if you have not received a response within 2-3 business days, follow up with a written request.

LOCK OUT: In the event you get locked out of your apartment, Owner/owners agent has a master key to let you in. This can be costly and a time-consuming activity. We suggest you leave an extra key with a friend. There will be a \$75.00 charge for opening locked apartments.

CHRISTMAS TREES: Only artificial trees are allowed in multi-family apartment buildings. Live trees are not permitted due to the potential fire hazard.

FIRE PITS: Because of the potential for fire hazards, fire pits are not allowed at any property

BOATS, WATERCRAFT, ATV/UTV: These items must be stored in your garage if you have one or off property. They cannot occupy one of your parking spaces if it creates a shortage of parking (ie if you have 2 spaces, 2 cars and a boat. The boat must be stored elsewhere.)

VEHICLES: Any vehicle you have on the property must be in immediate running order, licensed, registration current and properly parked. If not vehicle will be towed at owner's expense without notice. At no time is it allowed to work on the mechanics of the vehicle, including changing oil, tires, etc. while on the property.

NSF CHECKS: There will be a \$25.00 charge to the resident for any checks written for rent, security deposit or other payment that does not clear the bank. This charge is to be paid with the following month's rent payment.

END OF LEASE PROCEDURES

LEASE RENEWAL

A lease renewal is a form that renews (extends) your lease for another term and can include changes to rent, fees and conditions. If a renewal is offered, you will receive that prior to the end of your lease. For non-student properties, in the final months of your lease you will receive this renewal. Because of the way the student leasing cycle works, students will generally receive renewals at the beginning of their current lease for the following school year. All renewals will inform you that your lease is due to expire and will also let you know of any rent increase or lease changes. You will be asked whether you wish to remain in your apartment, or if you wish to vacate. Please complete this form and return the letter to our office by the due date listed on the renewal. If you wish to remain, this renewal will extend your lease based on the terms and conditions listed. If you are leaving, your apartment will need to be empty and cleaned on the last day of your lease period. **If a renewal is offered and you fail to return it within the given time frame, it will be assumed that you are moving.** At this point we will proceed to market the apartment and possibly re-rent to others. (Note: Once a renewal is signed by all parties, it legally extends your lease effective immediately and you are bound to the new full term. You are required to find a sublessor if you can't fulfill the new lease term).

VACATING BEFORE THE END OF YOUR LEASE

If conditions come up and you must move during the lease period, you must fill out the Sublease Agreement form you can access on our website or at our office. If you or the owner/owners agent is unable to rent the apartment for immediate occupancy when you leave, you are liable for the rent until the owner/owners agent is able to re-rent your apartment or until your lease expires, whichever comes first. There will be a charge for advertising and showing expenses incurred in the renting of your apartment if you vacate before your lease expires.

SECURITY DEPOSIT

The Security Deposit is in common use throughout the rental industry. **It is not to be considered as rent in any manner and may not be used as the last months rent.** The property owner holds the Security Deposit during the term of the tenancy. When you vacate the apartment and after you have moved and cleaned the space, the manager or owner will inspect the property for damage, neglect and for routine rehabilitative maintenance. Conditions of fair wear and tear attributable to any normal living will not be charged against the resident. However, excess dirt and dust, grease and debris, or damage must be corrected prior to renting to the next resident. Wisconsin law says that a resident must leave the premises in the same condition in which possession was taken, less normal wear and tear. The owner/owners agent inspects the apartment after vacancy, and if there is damage or dirt evident, or neglect is indicated, the contract cost of cleaning or repair will be deducted from the Security Deposit. The remainder, or if there is no damage, the entire Security Deposit refund, will be mailed to the resident's new address within twenty-one days of the lease ending. If damage has been done to the premises, which is not your fault, you should bring this to the attention of the owner/owners agent immediately at the time it occurs.

It is your responsibility to inspect your apartment and to notify Owner/owners agent in writing, of any existing damage or defects, which existed prior to your taking occupancy. You must report any damage or defects within 7 days of taking occupancy to Owner/owners agent.

You will receive a Check-In form to assist you in your inspection of the apartment at the time you sign the lease, plus we leave another copy at move in. If you misplace both of those you can request another one from our office or download one from the forms section of our website at any time.

CLEANING THE APARTMENT

You rented the apartment in a clean and tenantable condition; we hope you will leave it as good (or better) than when you occupied it. All walls should be clean, stove and refrigerator cleaned, carpets vacuumed and stains removed, windows and light fixtures cleaned. Garage/storage areas should be swept and all debris removed. If you leave the apartment in such a condition that we must have it cleaned to rent it again, the cleaning charge will be deducted from your security deposit. This is fair and necessary no matter how long you lived in the apartment.

SECURITY DEPOSIT INSPECTION

We will inspect your apartment after you have vacated and cleaned it. Your lease officially ends by 12:00pm (noon) of the last day. Failure to vacate on time can result in additional fees such as double the daily rent or per hour charges for each hour you are still occupying the apartment. By noon the last day you will need to surrender ALL your keys. If keys are missing at the move out, locks will be changed and you will be charged. After the inspection, we will determine work needed other than fair wear and tear, and charge your security deposit with the cost of such repair, and you will receive the remainder as your return security deposit. If we decide that no extra work or repair is needed, you will have the entire security deposit returned.

NOTE: Under Wisconsin Law, this is notice that Owner/owners agent and the related owners we work with do not store property left by the tenants. Items left after the end of the lease are considered abandoned and will be disposed of in any manner we see fit. The only exception to this is prescription medicine and medical equipment. Those items will be stored for 7 days and disposed of after that.

CHANGE YOUR MAILING ADDRESS

Important mail has been lost because residents fail to send change of address to friends, relatives and business connections. Also notify the local Post Office. Make sure Owner/owners agent has a forwarding address for mail and your security deposit.

PAY ALL UTILITY BILLS

This is important in order to preserve your credit rating. Utilities and telephone accounts can be damaging if left unpaid. **DO NOT** have the electricity or water shut off, request only a final reading be made and a final billing be sent to you. This will end your liability for the utilities but will leave the service-connected. Have the telephone disconnected. End newspaper and other deliveries. You are responsible for the utilities through the last day of your lease.

RETURNING KEYS

As soon as you vacate the apartment, do not neglect to turn in all your keys to Owner/owners agent. Failure to do so will incur charges against your security deposit.

RENT PAYMENTS

Rent payments can on your **Tenant Portal** or can be mailed to our office at the following address:

Candlewood Property Management, LLC
1004 First Street, Suite 4
Stevens Point, WI 54481

There will be a \$25.00 charge to the resident for any checks written for rent, security deposit or other payment that does not clear the bank. This charge is to be paid with the following month's rent payment

CONTACT INFO

OFFICE HOURS

Mon, Tues, Thur, & Fri 9 am - 4:30 pm
Wednesday 10 am - 4:30 pm
Saturday By Appointment Only
Sunday Closed

PHONE 715-344-7524
FAX 715-344-1001
EMAIL rent@rentcandlewood.com

EMERGENCIES

We are as close as your telephone in ANY emergency. You should keep a large, clear, up-to-date list of emergency telephone numbers by the phone at all times. If you have any tenancy questions or problems, please call (715) 344-7524

We do business in accordance with the Federal Fair Housing Law.

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

I (we) acknowledge that we have received a copy of the resident guide. This handbook includes most, but not all, of the items that tenants need to know during the tenancy with us. I (we) also acknowledge that the rules outlined in here are all considered part of the lease agreement and violations of these rules also constitute a violation of the lease. Because rules and information are subject to change without notice, a copy of the most current Resident Handbook is kept online at www.rentcandlewood.com and may be downloaded or viewed at any time.

I understand and agree to follow the rules outlined above:

TENANT 1:	DATE:
TENANT 2:	DATE:
TENANT 3:	DATE:
TENANT 4:	DATE:
TENANT 5:	DATE:
TENANT 6:	DATE:

CHECK-IN SHEET

Please print this form, complete it, sign and return to our office within 7 days of moving in

PREMISES:

LANDLORD/AGENT: Candlewood Property Management, LLC Address: 1004 First Street Suite 4 Stevens Point, WI 54481
Telephone: 715-344-7524 Email: rent@rentcandlewood.com

TENANT(S):

DATE GIVEN TO TENANT(S):

The purpose of this form is for Tenant to make comments, if any, about the condition of the Premises. **If Tenant does not complete and return this Check-In Sheet, then Tenant will have deemed the condition of the Premises to be acceptable.** Please note "NONE" or "N/A" as applicable.

ROOM/AREA	TENANT COMMENTS REGARDING CONDITION OF PREMISES
Living Room	
Dining Room	
Hallways	
Kitchen	
Bedroom 1	
Bedroom 2	
Bedroom 3	
Bedroom 4	
Bathroom 1	
Bathroom 2	
Exterior	
Garage/Parking	

CHECK-IN SHEET (Continued)

ROOM/AREA	TENANT COMMENTS REGARDING CONDITION OF PREMISES
Storage Area	
Outside Porch	
Other Comments	

Use Additional Paper To Note Comments If You Need More Space

This is NOT a request for maintenance or repairs. All maintenance requests must be made separately through our office .

Landlord may use this Check-In Sheet to determine if any of Tenant's security deposit will be withheld for damages beyond normal wear and tear after Tenant vacates the Premises. Under Wis. Stat. 704.28, Landlord may withhold amounts reasonably necessary to pay for: (a) Tenant damage, waste, or neglect of the Premises, (b) unpaid rent for which Tenant is legally responsible, (c) payment that Tenant owes under the rental agreement for utility service provided by Landlord but not included in the rent, (d) payment that Tenant owes for direct utility service provided by a government-owned utility, to the extent that Landlord becomes liable for Tenant's nonpayment, (e) unpaid monthly municipal permit fees assessed against Tenant by a local unit of government to the extent that Landlord becomes liable for Tenant's nonpayment, and (f) any other payment for a reason provided in a nonstandard rental provision.

TENANT 1 _____	DATE _____
TENANT 2 _____	DATE _____
TENANT 3 _____	DATE _____
TENANT 4 _____	DATE _____
TENANT 5 _____	DATE _____
TENANT 6 _____	DATE _____