

Dane County Contract Cover Sheet

Revised 06/2021

Res 245

BAF # 21176
 Acct: Breunig
 Mgr: Chance
 Budget Y/N: n

Dept./Division	Human Services /CYF		
Vendor Name	FAIRWAYS APARTMENTS LLC C/O WI MANAGEMENT COMPANY	MUNIS #	23116
Brief Contract Title/Description	RENEWAL OF LEASE WITH FAIRWAYS APARTMENTS FOR APT LOCATED AT 3301 LEOPOLD WAY APT 108 FITCHBURG WI \$585 PER MONTH		
Contract Term	1/1/2022 - 12/31/2023		
Contract Amount	\$ 14,040.00		

Contract # Admin will assign	14190A
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Ann Bunge/Wi Management Company Inc.
Phone #	608-242-6391	Phone #	608-271-5955
Email	dcdhscontracts@countyofdane.com	Email	Ann.Bunge@wimci.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	245
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	Dh 11/8/21

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 11/9/21	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, November 9, 2021 11:58 AM
To: Hicklin, Charles; Rogan, Megan; Lowndes, Daniel
Cc: Oby, Joe
Subject: Contract #14190A
Attachments: 14190A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/9/2021 12:43 PM	Approve: 11/9/2021 12:43 PM
	Rogan, Megan	Read: 11/9/2021 12:08 PM	Approve: 11/9/2021 12:09 PM
	Lowndes, Daniel		Approve: 11/9/2021 12:01 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14190A
Department: Human Services
Vendor: Fairways Apartments c/o Wisconsin Management Company
Contract Description: JFF Lease Renewal for apartment located at 3301 Leopold Way, #108 (Res 245)
Contract Term: 1/1/22 – 12/31/23
Contract Amount: \$14,040.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

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2021 RES-245

**AUTHORIZING LEASE AT LEOPOLD WAY #108 FOR
EARLY CHILDHOOD INITIATIVE PROGRAM – DCDHS – PEI DIVISION**

Dane County Department of Human Services (DCDHS) Prevention & Early Intervention (PEI) Division is involved in a program of providing more localized services in communities identified as needing those services the most. One such program is the Early Childhood Initiative (ECI) Program which provides services to those that are pregnant and families with children under 1 year. This program leases office space in a building located at 3301 Leopold Way, #108, Fitchburg, Wisconsin which is owned by The Fairways and managed by Wisconsin Management Company, Inc. A portion of the space is used by Forward Service Corporation to provide education and employment services to families.

The current lease expires on December 31, 2021 and ECI desires to continue leasing this space for an additional two years through December 31, 2023. The landlord has agreed to extend the lease for two years under the same terms and provisions of the current lease and remain at the current rate of \$585 per month for a 2 bedroom/office space unit. The annual rental rate is \$7,020 and does not include electricity, telephone or internet.

NOW, THEREFORE, BE IT RESOLVED that Dane County extend the current Lease with The Fairways / Wisconsin Management Company, Inc. under the terms summarized above; and

BE IT FURTHER RESOLVED that the Dane County Executive and County Clerk are hereby authorized to execute the above described Lease Renewal Addendums for 2022 and 2023 on behalf of Dane County.



Wisconsin Management Company, Inc.
4801 Tradewinds Parkw
Madison, WI 537

LEASE RENEWAL ADDENDUM

10/11/2021

Dane County dba Early Childhood Initiative
3301 Leopold Way #108
Fitchburg, WI 53713

We appreciate having you as a resident and hope that you have enjoyed your home with us.

On the anniversary of each resident's occupancy, we review the rent structure. As your living expenses have increased during the past year, so have our operating expenses. The rising cost of real estate taxes, insurance, labor and materials are the major contributors to our increased operating expenses. It is never easy to raise rents, but it is a necessary fact to maintain our property standards. Our records indicate your lease will be expiring on 12/31/2021. At this time, we are able to offer you the following renewal terms:

- 1. You may sign a 12-month lease renewal for \$585.00 per month.

This includes your base rent of \$585.00

Table with 2 columns: Description, Amount. Row 1: Rental Income, \$585.00

Change in lease language Form 300 section 5 referencing holdover costs:

Per WI statute 704.27, landlord reserves the right to recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession.

All other terms and conditions of your prior lease including addenda will remain the same. By checking "Yes" below and signing this renewal, you are agreeing to the terms listed above.

This renewal offer must be returned to the office on or before 12/15/2021. If we do not receive this form back, we will consider you to not be renewing your lease and will begin showing your apartment to prospective residents.

Once again, we would like to thank you for your past association and look forward to your continued residency.

Sincerely,
Wisconsin Management Company, Inc.

This Addendum becomes a permanent, legal part of your lease once signed and accepted by Wisconsin Management Company. All persons residing in the unit must sign this renewal and understand that by signing this renewal I/we are acknowledging that the persons listed on the renewal are the same persons residing in the unit and that there have been no changes.

Yes, I (we) would like to renew.

NO, I (we) DO NOT wish to renew our lease.

Acceptance by Wisconsin Management: [Signature]

Occupant Name Printed Dane County dba Early Childhood Initiative Occupant Signature
Date

Phone Number Email Address

Occupant Name Printed Occupant Signature Date

Phone Number Email Address

Occupant Name Printed Occupant Signature Date

Phone Number Email Address

Occupant Name Printed Occupant Signature Date

Phone Number Email Address

Occupant Name Printed Occupant Signature Date

Phone Number Email Address

Occupant Name Printed Occupant Signature Date

Phone Number Email Address

NONSTANDARD RENTAL PROVISIONS

Tenant's Initials:

_____ SECURITY DEPOSIT DEDUCTIONS - In addition to the standard security deposit deductions allowable under Wis. Stats 704.28, Landlord may deduct the following items from the security deposit, if not paid by tenant(s) by the end of tenancy:

Tenant's Initials:

_____ Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes, including, but not limited to, advertising costs, rental commissions, sublet fees and/or showing fee

_____ Charges for re-keying, changing locks, or replacing keys if all keys are not returned by the end of the tenancy; charges for replacement keys and/or re-keying during the term of the tenancy, as a result of the loss of keys by tenant(s) or other circumstances caused or created by tenants.

_____ Cost of replacing any garage opener or other access card issues by landlord and not returned by tenant(s), and/or the cost of recoding any access mechanism.

_____ Holdover rent, unpaid NSF Fees, or any other unpaid amounts as provided in your lease agreement.

_____ Repayment of promotional offers or rental incentives.

_____ Late fees or unearned discounts as provided in the lease agreement.

_____ Costs incurred as a result of pet damage, including but not limited to carpet/flooring cleaning and/or replacement, replacement of woodwork, damage to any other section of the property and/or premises as a direct result of having a pet.

_____ Tenant understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, related cleaning, painting or other damages within the unit. This liability extends to whatever work becomes necessary as a result of smoking inside the unit.

_____ Unpaid parking rent and any applicable sales tax.

_____ Cost of storing and/or disposing of personal property left behind by the Tenant after the Tenant vacates or is evicted from the premises.

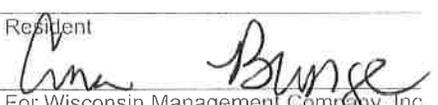
Tenant's Initials:

_____ ENTRY INTO LEASES PREMISES - A landlord may enter a tenant's dwelling unit at reasonable times, without advance notice to tenant, to investigate or correct a situation or circumstance that adversely affects the premises or other tenants.

Tenant's Initials:

_____ ACKNOWLEDGMENT - Tenant(s) acknowledges receipt of check-in form and check-out form at the time keys are released and agrees to complete check-in form in detail and return it to Landlord within seven (7) days of occupancy. If in the City of Madison, tenant also acknowledges receiving voter registration information.

The undersigned have read and understand the Nonstandard Rental Provisions stated above. Tenant(s) confirms that the Landlord has identified and discussed each of the above provisions with the Tenant(s).

_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
	_____	_____	_____
For Wisconsin Management Company, Inc.	Date		

Lead Paint Disclosure - Housing Rentals & Leases

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

LANDLORD'S DISCLOSURE (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

_____ (b) Records and reports available to the landlord (check one below):

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazard in the housing.

TENANT'S ACKNOWLEDGMENT (initial)

___ (c) Tenant has received copies of all information listed above.

___ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT (initial)

(e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) a is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of the knowledge, that the information provided by the signatory is true and accurate:

Resident _____ Date Resident _____ Date

Resident _____ Date Resident _____ Date



For Wisconsin Management Company, Inc. Date

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. **ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** Lessee acknowledges that Landlord does not maintain insurance to protect Lessee against personal injury, loss or damage to Lessee's personal property or belongings, or cover Lessee's own liability for injury loss or damage Lessee, its occupants or guests may cause others. Lessee acknowledges that Lessee is required to maintain a liability insurance policy at its own expense.
2. **INSURANCE REQUIRED.** Lessee shall insure or otherwise protect itself against losses by fire, theft or other cause to any personal property of Lessee, its agents, employees or officers, which is in the Leased Premises.
3. **NO MUTUAL INDEMNIFICATION.** Lessor and Lessee shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and each party shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, Lessor and Lessee shall be responsible for consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Lessor and Lessee to impose liability beyond that imposed by state statutes.
4. Lessee's employees shall accompany guests in the common areas of the building at all times.
5. This addendum shall apply to all redacted portions of the lease concerning Lessee's insurance obligations.

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

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
	Date		
Owner or Owner's Representative	Date		

Addendum to Lease Agreement #2

Tenant: Dane County dba Early Childhood Initiative

Building address: 3301 Leopold Way, Apt. 108, Fitchburg, WI 53713

This Addendum is a permanent, legal addition to the lease agreement in which Landlord and Tenant wish to address and/or clarify specific language contained in the lease.

As to line 91, item 1 regarding residential purposes only, Landlord is fully aware and acknowledges that the Tenant's purpose is not residential. Landlord leases the premises as an office space to Tenant for purposes of operation of a County program providing social services to the surrounding community.

As to lines 105 and 106 regarding signs or placards on the premises, Landlord allows Tenant to attach, exhibit or display signs or placards identifying and/or directing clients to the Joining Forces for Families office.

As to line 144 regarding sublet of the premises, Landlord shall allow Tenant to sublease office space to Forward Service Corp.

Landlord:  _____ Date: _____
Tenant: _____ Date: _____

Entire page

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

- 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) or 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 \$ 100,000.00 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.
- 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.
- We may provide you with information of an insurance program that we make available to residents which provides you with an opportunity to buy liability and renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.
- 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.
- 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: _____
- 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 exercise all rights and remedies under the law.
- 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.

Special Provisions: _____

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

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Owner or Owner's Representative		_____ Date	

Initials: _____ (Tenant) AB (Landlord)

Storage Units

Lessee agrees to pay to Lessor the monthly sum of \$0.00 for the storage facility designated as // . It is agreed to that the resident listed above shall accept the use of the storage facilities for the length of occupancy. Resident agrees to hold the owners and managers harmless for the safety of the contents in the storage, and resident is storing these items at their own risk, unless damage is caused by negligent acts or omissions of the Landlord. The resident holds responsibility for labeling and securing the accepted storage facility and will remove all items at the time the unit is vacated. Any unwanted items left in the storage facility after resident has vacated their unit will be forfeited and the resident will be appropriately charged for the labor of the community staff to remove any items that are left. Items in unlocked storage facilities can and will be removed by the community staff at any time.

~~Liability~~
~~Resident shall be liable to Landlord for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum, unless arising from causes clearly beyond the tenant's control, caused by natural disasters, or by persons other than the tenant or tenant's guests or invitees.~~
Initials _____ (Tenant) AB (Landlord)

_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
<u>Ann Bunge</u>	_____	_____	_____
For Wisconsin Management Company, Inc	Date		



Wisconsin Management Company, Inc.
4801 Tradewinds Parkway
Madison, WI 53718

LEASE RENEWAL ADDENDUM

10/11/2021

Dane County dba Early Childhood Initiative
3301 Leopold Way #108
Fitchburg, WI 53713

We appreciate having you as a resident and hope that you have enjoyed your home with us.

On the anniversary of each resident's occupancy, we review the rent structure. As your living expenses have increased during the past year, so have our operating expenses. The rising cost of real estate taxes, insurance, labor and materials are the major contributors to our increased operating expenses. It is never easy to raise rents, but it is a necessary factor to maintain our property standards. Our records indicate your lease will be expiring on 12/31/2022. At this time, we are able to offer you the following renewal terms:

1. You may sign a 12- month lease renewal for \$585.00 per month

This includes your base rent of \$585.00

Table with 2 columns: Description, Amount. Row 1: Rent, \$585.00

Change in lease language Form 300 section 5 referencing holdover costs:

Per WI statute 704.27, landlord reserves the right to recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession.

All other terms and conditions of your prior lease including addenda will remain the same. By checking "Yes" below and signing this renewal, you are agreeing to the terms listed above.

This renewal offer must be returned to the office on or before 12/15/2022. If we do not receive this form back, we will consider you to not be renewing your lease and will begin showing your apartment to prospective residents.

Once again, we would like to thank you for your past association and look forward to your continued residency.

Sincerely,
Wisconsin Management Company, Inc.

This Addendum becomes a permanent, legal part of your lease once signed and accepted by Wisconsin Management Company. All persons residing in the unit must sign this renewal and understand that by signing this renewal I/we are acknowledging that the persons listed on the renewal are the same persons residing in the unit and that there have been no changes.

Yes, I (we) would like to renew: Acceptance by Wisconsin Management: [Signature]

Occupant Name Printed: _Dane County dba Early Childhood Initiative_ Occupant Signature _____ Date _____
Phone Number: _____ Email Address: _____
Occupant Name Printed _____ Occupant Signature _____ Date _____
Phone Number _____ Email Address _____
Occupant Name Printed _____ Occupant Signature _____ Date _____
Phone Number _____ Email Address _____
Occupant Name Printed _____ Occupant Signature _____ Date _____
Phone Number _____ Email Address _____

NONSTANDARD RENTAL PROVISIONS

Tenant's Initials:

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Tenant's Initials:

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_____ Charges for re-keying, changing locks, or replacing keys if all keys are not returned the end of the tenancy; charges for replacement keys and/or re-keying during the tenancy, as a result of the loss of keys by tenant(s) or other circumstances caused or created by tenants.

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_____ Holdover rent, unpaid NSF Fees, or any other unpaid amounts as provided in your lease agreement.

_____ Repayment of promotional offers or rental incentives.

_____ Late fees or unearned discounts as provided in the lease agreement.

_____ Costs incurred as a result of pet damage, including but not limited to carpet/flooring cleaning and/or replacement, replacement of woodwork, damage to any other section of the property and/or premises as a direct result of having a pet.

_____ Tenant understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, related cleaning, painting or other damages within the . This liability extends to whatever work becomes necessary as a result of smoking inside the unit.

_____ Unpaid parking rent and any applicable sales tax.

_____ Cost of storing and/or disposing of personal property left behind by the Tenant after the Tenant vacates or is evicted from the premises.

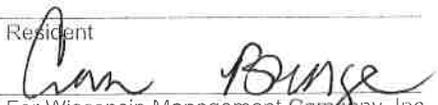
Tenant's Initials:

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_____ ACKNOWLEDGMENT - Tenant(s) acknowledges receipt of check-in form and check-out form at the time keys are released and agrees to complete check-in form in detail and return it to Landlord within seven (7) days of occupancy. If in the City of Madison tenant also acknowledges receiving voter registration information.

The undersigned have read and understand the Nonstandard Rental Provisions stated above. Tenant(s) confirms that the Landlord has identified and discussed each of the above provisions with the Tenant(s).

_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
	_____	_____	_____
For Wisconsin Management Company, Inc.	Date		

Lead Paint Disclosure - Housing Rentals & Leases

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

LANDLORD'S DISCLOSURE (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

_____ (b) Records and reports available to the landlord (check one below):

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazard in the housing.

TENANT'S ACKNOWLEDGMENT (initial)

___ (c) Tenant has received copies of all information listed above.

___ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT (initial)

 (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of the knowledge, that the information provided by the signatory is true and accurate:

Resident _____ Date Resident _____ Date

Resident _____ Date Resident _____ Date


For Wisconsin Management Company, Inc. _____ Date

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. **ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** Lessee acknowledges that Landlord does not maintain insurance to protect Lessee against personal injury, loss or damage to Lessee's personal property or belongings, or cover Lessee's own liability for injury loss or damage Lessee, its occupants or guests may cause others. Lessee acknowledges that Lessee is required to maintain a liability insurance policy at its own expense.
2. **INSURANCE REQUIRED.** Lessee shall insure or otherwise protect itself against losses by fire, theft or other cause to any personal property of Lessee, its agents, employees or officers, which is in the Leased Premises.
3. **NO MUTUAL INDEMNIFICATION.** Lessor and Lessee shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and each party shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, Lessor and Lessee shall be responsible for consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Lessor and Lessee to impose liability beyond that imposed by state statutes.
4. Lessee's employees shall accompany guests in the common areas of the building at all times.
5. This addendum shall apply to all redacted portions of the lease concerning Lessee's insurance obligations.

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

Resident	Date	Resident	Date
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Resident	Date	Resident	Date
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Resident	Date	Resident	Date
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	Date
Owner or Owner's Representative	Date

Addendum to Lease Agreement #2

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Building address: 3301 Leopold Way, Apt. 108, Fitchburg, WI 53713

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As to line 144 regarding sublet of the premises, Landlord shall allow Tenant to sublease office space to Forward Service Corp.

Landlord:  _____ Date: _____
Tenant: _____ Date: _____

Entire page

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

- 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) or 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 \$ 100,000.00 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.
- 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.
- We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy liability and renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.
- 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.
- 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.
- 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 exercise all rights and remedies under the law.
- 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.

Insurance Company: _____

Special Provisions: _____

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

Resident _____ Date _____

Owner or Owner's Representative _____ Date _____

Initials: _____ (Tenant)

(Landlord)

