

Dane County Contract Cover Sheet

Revised 06/2021

Res 276

BAF # 24023
 Acct: Breunig
 Mgr: Chance
 Budget Y/N: n

Dept./Division	Human Services /PEI		
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 \$625 PER MONTH FOR 2024 AND \$665 PER MONTH FOR 2025		
Contract Term	1/1/2024 - 12/31/2025		
Contract Amount	\$ 15,480.00		

Contract # Admin will assign	14190B
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	Jim Zallar/Wi Management Company Inc.
Phone #	608-242-6391	Phone #	608-271-5955
Email	dcdhscontracts@countyofdane.com	Email	Jim.Zallar@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 checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 857	Org: 72355L	Obj: 20511	Proj:	\$ 7,500.00
	Year 2024	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 #	276
	<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	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.01.03 11:24:35 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 1.3.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/3/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, January 4, 2024 3:58 PM
To: Hicklin, Charles; Gault, David; Rogan, Megan
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14190B
Attachments: 14190B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/4/2024 4:12 PM	Approve: 1/4/2024 4:12 PM
	Gault, David	Read: 1/4/2024 4:19 PM	Approve: 1/4/2024 4:21 PM
	Rogan, Megan	Read: 1/4/2024 4:00 PM	Approve: 1/4/2024 4:01 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #14190B
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 276)
Contract Term: 1/1/24 – 12/31/25
Contract Amount: \$15,480.00

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.

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2023 RES-276

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

Dane County Department of Human Services – 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, 2023 and ECI desires to continue leasing this space for an additional two years through December 31, 2025. The landlord has agreed to extend the lease for two years under the same terms and provisions of the current lease with a \$40 monthly increase in rent per year. The new rental rate will be \$625 per month or \$7,500 annually for 2024 and \$665 per month or \$7,980 annually for 2025; electricity, telephone and internet are not included.

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 is hereby authorized to execute the above described Lease Renewal Addendums for 2024 and 2025 on behalf of Dane County.



14190B

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

LEASE RENEWAL ADDENDUM

10/20/2023

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 12/31/2023. At this time, we are able to offer you the following renewal terms:

- 1. You may sign a 12-month lease renewal for \$625.00 per month.

This includes your base rent of \$625.00

Table with 2 columns: Description, Amount. Row 1: Rental Income, \$625.00

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 11/19/2023. 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: by Joseph T. Parisi, County Executive 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 fees.

_____ Charges for re-keying, changing locks, or replacing keys if all keys are not returned at the end of the tenancy; charges for replacement keys and/or re-keying during the term of the tenancy, as a result of 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 . 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 by Joseph T. Parisi, County Executive _____ 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 hazards 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 by Joseph T. Parisi, County Executive _____ Date Resident _____ Date

Resident _____ Date Resident _____ Date

For Wisconsin Management Company, Inc. _____ Date

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. ACKNOWLEDGEMENT 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 that 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 by Joseph T. Parisi, County Executive Date

Resident Date

Owner or Owner's Representative/Landlord Date

Liability Insurance Required of Resident

1. 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.

2. 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.

3. 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.

4. 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.

5. 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: _____

6. 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.

7. 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 _____

Initials: Resident: _____

Owner or Owner's Representative _____ Date _____

Landlord: _____



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

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10/20/2023

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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 12/31/2024. At this time, we are able to offer you the following renewal terms:

- 1. You may sign a 12-month lease renewal for \$665.00 per month.

This includes your base rent of \$665.00

Table with 2 columns: Description, Amount. Row 1: Rental Income, \$665.00

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.

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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: by Joseph T. Parisi, County Executive Date

Phone Number: Email Address:

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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.

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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 by Joseph T. Parisi, County Executive _____ Date Resident _____ Date

Resident _____ Date Resident _____ Date

For Wisconsin Management Company, Inc. _____ Date

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TENANT'S ACKNOWLEDGMENT (initial)

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__ (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 by Joseph T. Parisi, County Executive _____ Date Resident _____ Date

Resident _____ Date Resident _____ Date

For Wisconsin Management Company, Inc. _____ Date

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. ACKNOWLEDGEMENT 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 that 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 by Joseph T. Parisi, County Executive Date

Resident Date

Owner or Owner's Representative/Landlord Date

Liability Insurance Required of Resident

1. 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.

2. 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.

3. 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.

4. 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.

5. 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: _____

6. 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.

7. 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 _____

Initials: Resident: _____

Owner or Owner's Representative _____ Date _____

Landlord: _____