

Dane County Contract Cover Sheet

Dept./Division	Human Services / CYF	Contract #	3593
Vendor Name	FAIRWAYS APARTMENTS	Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vendor MUNIS #	15773-2 23116	Type of Contract	
Brief Contract Title/Description	Routing purposes only. Renewal of lease for ECI office located at 3301 Leopold Way #108, Fitchburg. Money is in the budget.	<input type="checkbox"/>	Dane County Contract
Contract Term	1-1-19 to 12-31-19	<input type="checkbox"/>	Grant
Total Contract Amount	\$6,780.00	<input checked="" type="checkbox"/>	County Lessee
		<input checked="" type="checkbox"/>	County Lessor
		<input type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
		<input type="checkbox"/>	Property Sale
		<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution /Addendum Form/ N/A	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input checked="" type="checkbox"/> Resolution is required.		
	<input type="checkbox"/> Addendum Form required.	Res #	312
	<input checked="" type="checkbox"/> N/A	Year	2018

Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
Mg	Received by DOA	1/3/19		
aw	Controller		1/3/19	
aw	Purchasing		1/3/19	
	Corporation Counsel	see below		
MA	Risk Management		1/3/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	Amanda Becker
Phone #	608-242-6391	Phone #	608-271-5955
Email	Larson.spring@countyofdane.com	Email	
Address	1202 Northport Drive, Madison WI 53704, Rm 454	Address	The Fairways, 2301 Traceway Dr, Fitchburg 53713

Human Services Only	a. Dane County Res. #		Approvals	Initials	Date
	b. Budget/Personnel Required		g. Accountant	kc	10/31/18
	c. Program Manager Name	Chance	h. Supervisor	aw	10-31-18
	d. Current Contract Amount		i. Corporation Counsel	lit	11-5-18
	e. Adjustment Amount		j. To Provider		
	f. Revised Contract Amount		k. From Provider		

Department Head Approval/Lynn Green, Director

Lynn Green

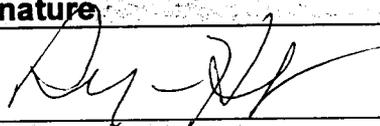
Certification:

The attached contract is a:

<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
Director of Administration	Comments	
Corporation Counsel	Signature	Date
		11-5-18
Corporation Counsel	Comments	

Memorandum

To: Joe Parisi
CC: Lynn Green, Ron Chance, Martha Stacker, Laura Hicklin, Sharene Smith, Amanda DePagter
From: David Marshall
Date: 10/31/2018
Re: Early Childhood Initiative (ECI) -- Leopold

The attached resolution is to contract with the Fairways / Fiduciary Real Estate Development, Inc. for an Early Childhood Initiative (ECI) lease for space at 3301 Leopold Way, #108, in Fitchburg, Wisconsin. The lease period runs from 01/01/19 to 12/31/19 at a cost of \$565 per month for a total of \$6,780 per year. The rental rate has increased by \$20 a month next year, but it is still far below market rate.

This office space includes garbage collection, water and sewer, with utilities other than electricity being covered by the Fairways / Fiduciary Real Estate Development, Inc. The space will be utilized by ECI staff. The rent is included in the CYF Operating budget line.

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2018 RES-312
AUTHORIZING LEOPOLD LEASE FOR
EARLY CHILDHOOD INITIATIVE PROGRAM – DCDHS - CYF DIVISION

Dane County Department of Human Services is involved in a program of providing more localized services in the communities identified as needing those services most. One such program is the Early Childhood Initiative (ECI) Program. The Early Childhood Initiative program is renewing office space in a building owned by the Fairways / Fiduciary Real Estate Development, Inc. and this space is located at 3301 Leopold Way #108, Fitchburg, Wisconsin.

This resolution is to pay for the monthly rental payment of \$565 per month to cover costs related to occupying this space during the lease term of 01/01/19 - 12/31/19.

The negotiated rental rate for the designated ECI space is presently at below market at \$565 per month for each 2 bedroom/office space unit. The total rate for the term period is \$6,780. All utilities except electricity and telephone will be paid by landlord.

NOW, THEREFORE, BE IT RESOLVED that Dane County enter into a lease with the Fairways / Fiduciary Real Estate Development, Inc. for 2019; and

BE IT FURTHER RESOLVED that the Dane County Clerk and County Executive are hereby authorized to execute the described lease on behalf of Dane County.

**DANE COUNTY
POLICY AND FISCAL NOTE**

_____ Original	_____ Update	Substitute No.
Sponsor:		Resolution No. 312
Vote Required:		Ordinance Amendment No. _____
Title of Resolution or Ord. Amd.:	Majority <input checked="" type="checkbox"/> _____	Two-Thirds _____

**AUTHORIZING LEOPOLD LEASE FOR EARLY
CHILDHOOD INITIATIVE PROGRAM - DCDHS - CYF DIVISION**

Policy Analysis Statement:

Brief Description of Proposal -

Dane County Department of Human Services is involved in a program of providing more localized services in the communities identified as needing those services most. One such program is the Early Childhood Initiative (ECI) Program. The Early Childhood Initiative program is renewing office space in a building owned by the Fairways / Fiduciary Real Estate Development, Inc. and this space is located at 3301 Leopold Way #108, Fitchburg, Wisconsin. This resolution is to pay for the monthly rental payment of \$565 per month to cover costs related to occupying this space during the lease term of 01/01/19 - 12/31/19.

Current Policy or Practice -

Leases require County Board approval.

Impact of Adopting Proposal -

The negotiated rental rate for the designated ECI space is presently at below market at \$565 per month for each 2 bedroom/office space unit. The total rate for the term period is \$6,780. All utilities except electricity and telephone will be paid by landlord.

Fiscal Estimate:

Fiscal Effect (check all that apply) -

- _____ No Fiscal Effect
- _____ Results in Revenue Increase
- Results in Expenditure Increase
- _____ Results in Revenue Decrease
- _____ Results in Expenditure Decrease

Budget Effect (check all that apply)

- No Budget Effect
 - _____ Increases Rev. Budget
 - _____ Increases Exp. Budget
 - _____ Decreases Rev. Budget
 - _____ Decreases Exp. Budget
 - _____ Increases Position Authority
 - _____ Decreases Position Authority
- Note: if any budget effect, 2/3 vote is required

Narrative/Assumptions about long range fiscal effect:

Expenditure/Revenue Changes:

	Current Year		Annualized			Current Year		Annualized	
	Increase	Decrease	Increase	Decrease		Increase	Decrease	Increase	Decrease
Expenditures -					Revenues -				
Personal Services					County Taxes				
Operating Expenses			\$6,780		Federal				
Contractual Services					State				
Capital					Other				
Total	\$0	\$0	\$6,780	\$0	Total	\$0	\$0	\$0	\$0

Personnel Impact/FTE Changes:

Prepared By:

Agency:		Division:	
Prepared by:	Thomas Malone	Date:	10/31/2018
Reviewed by:	Bill Hanna	Phone:	242-6477
		Date:	10/31/2018
		Phone:	242-6431

LEASE AGREEMENT

Lessee(s): Dane County Dba Early Childhood Initiative

Property/Lessor ("Lessor"): Fairways Apartments, LLC
2301 Traceway Drive
Fitchburg, WI 53713
Phone Number: 608-271-5955

Rented Premises ("Premises"): Fairways Apartments, LLC
3301 Leopold Way #108 Unit # 16108
Fitchburg, WI 53713

Fiduciary Real Estate Development, Inc.

Lessor's Agent for Maintenance, Management, Receiving Notices and Collection of Rent: Fairways Apartments, LLC
Lessor's Agent for Service of Process: Fiduciary Real Estate Development, Inc. 789 North Water Street, St. 200, Milwaukee, WI 53202

Members of Lessee's Family Authorized to Live in the Premises:

The Lessor (by Lessor's Agent) and the above named Lessee(s) (referred to in the singular whether one or more) do hereby agree as follows, this agreement and all attached are collectively referred to as the "Agreement":

1. **DEFINITION:** The terms "Lessor" and "Lessee" when used herein shall be taken to mean singular or plural, masculine or feminine, or as the case may be, and the provisions of this Agreement shall bind the parties, their heirs, personal representatives, successors and assignees. Notwithstanding the provisions of the preceding sentence, if Lessor transfers its interest in the Premises or to this Agreement, (which Lessor shall have the right to do in its sole discretion) Lessor shall be relieved of any and all obligation and liabilities accruing from and after the date of such transfer.

2. **PAYMENTS AND TERMS OF AGREEMENT:** Lessor agrees to rent to and Lessee agrees to rent from the Lessor the above described premises to be used only for normal residential purposes, and said premises are not to be occupied by persons other than Lessee and the additional persons specified above.

Agreement Term: beginning at 12:00 noon on 01/01/2019 and ending at 12:00 noon on 12/31/2019.

If the actual commencement of occupancy of the Premises is delayed because of construction, or the holding over of a prior resident, or other circumstances beyond Lessor's control, Lessor shall not be liable to Lessee in any respect for such delay, and this Agreement shall remain in full force and effect, subject to the following: The rent shall be abated on a daily basis during each and every day of such delay, and (2) in the event such delay continues for three or more days, Lessee may terminate the Agreement by giving notice in writing to Lessor no later than the fifth day of such delay, where upon Lessee shall be entitled only to a refund of Lessee's security deposit and the refundable portion of any receipted good faith deposits, earnest money, or prepaid rent. The above stated terms apply solely to events of holding over and construction delays, and other circumstances beyond Lessor's control, and specifically exclude items of cleaning or minor repair which appear on the Apartment Inspection Report.

2a) **MONTHLY RENT:** The monthly rent to be paid during the term of this Agreement shall be \$565.00, which includes fees for the following: (\$65.00) Rent

If the term of this Agreement shall not begin on the first day of the month, then the total rent payable shall be prorated to reflect the number of days in the first partial month. The first month's rent shall be \$565.00. Lessee shall move into premises on 01/01/2019 and begin to observe and comply with all Agreement documents and Community Policies & Guidelines. Payments are to be mailed or delivered to the on-site leasing office in the form of a personal check, cashier's check or money order.

ALL PAYMENTS ARE TO BE MADE PAYABLE TO: Fairways Apartments, LLC

2b) **RENT DUE:** The monthly rent is due and must be received by the first calendar day of each and every month during the Term.

2c) **METHOD OF PAYMENT:** All payments must be received by the end of business hours on or before the date due and shall be delivered personally, paid online, or mailed to the above named Agent for collections of rents or such other agent as the Lessor may designate in written notice to Lessee.

2d) **JOINT AND SEVERAL LIABILITY:** All Lessees, if more than one, shall be jointly and severally liable for the full amount of any payments and the performance of any obligations due under this Agreement.

2e) **PARKING:** Lessee shall be entitled to the use of 1 outdoor parking space(s) and 1 indoor parking space(s). Lessee agrees to abide by all parking rules and regulations contained in the Community Policies and Guidelines, which is attached hereto and by reference made a part thereof.

2f) **LATE FEES:** If any installment of rent is paid later than the third day of the month, there shall be a late fee of \$35 and an additional \$25 due fee if rent is received after the 10th day of the month by the Lessor. The preceding sentence will not be construed or interpreted as being in grace period for payments due herein, and it is expressly understood that all rental payments by Lessee shall be due and payable on the first day of each month, and time is of the essence with respect to said payments.

2g) **UTILITIES:**

Fiduciary Real Estate Development, Inc.

Utility	A. Lessee Responsible	B. Lessor Responsible	C. Utility Allocation Program
Electricity	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Water/Sewer & Additional Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description of Table Columns:

Lessee Responsible: The Lessee is responsible for putting the utility bill into his/her name. Failure by Lessee to pay utilities for which Lessee is responsible is a breach of Agreement which is a ground for termination if not cured. If Lessee is responsible for electricity and/or gas, Lessee agrees to arrange for the service(s) to put in Lessee's own name within three (3) days of the first day of the Agreement Term or the date Lessee moves into the Premises, whichever is first. In the event Lessee fails to place the utilities in Lessee's name, Lessee shall be charged a \$15.00 recovery cost fee.

1. Non-essential utilities including, but not limited to, cable/satellite television, internet and telephone are the sole responsibility of Lessee, unless explicitly stated otherwise.

Lessor Responsible: The Lessor is responsible for the utility bill, which may be billed back via utility allocation section highlighted above.

Utility Allocation Program

If checked a Utility Allocation program is in place for Fairways Apartments, LLC. If unchecked, please proceed to Section 2—Security Deposits.

A Utility Allocation program means that the Lessee is responsible for paying a portion of the overall utility bill for the property. An example of this would be a Lessor/property paying the entire water bill, then billing back the Lessee for their estimated usage. The amount the Lessee is responsible for is determined through the following methods outlined above.

1. Lessee's monthly rent under the Agreement does not include a charge for the Utilities. Instead, for the Utilities, Lessee shall pay that amount stated in a separate bill received by Lessee each month from Lessor or a billing service provider designated by Lessor ("Utility Bill").
2. Each Utility Bill shall be based the previous month's actual bills for the Utilities for the Property allocated to Lessee pursuant to an allocation formula based, in whole or in part, upon at least one or more of the following components: the number of apartments at the Property, the number of occupied apartments at the Property, the square footage of the apartment, the number of occupants in the apartment, and/or the number of fixtures in the apartment.
3. Payment of the Utility Bill is due as noted on each Utility Bill. Unless otherwise provided, Lessee agrees to pay the Utility Bill monthly at the location identified on such Utility Bill. Lessee agrees to pay a one-time set up fee (currently \$11), which fee shall be included on the first Utility Bill received by Lessee, and a monthly invoice administrative fee (\$3.50), which fee shall be included on each Utility Bill received by Lessee.
4. Lessee represents that all occupants that will be residing in the apartment are accurately identified in the Agreement. Lessee agrees to promptly notify Lessor of any change in such number of occupants.
5. To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under the Agreement to the same extent and with the same remedies to Lessor including, without limitation, the right to file an eviction against Lessee and the right to impose late fees and other related charges and fees, as if Lessee had been delinquent in Lessee's payment of rent.
6. If Lessee moves into or out of the apartment on a date other than the first of the month, Lessee will be charged for the full period of time that Lessee was living in, occupying, or responsible for payment of rent for the Utilities for the apartment. If Lessee breaks or breaches the Agreement, Lessee will be responsible for all charges for the Utilities through the time it takes for Lessor to retake possession of the apartment, regardless of whether Lessee is still occupying the apartment. Prior to the Lessee vacating the apartment, all charges for the Utilities must be paid by the move out date. To the extent permitted by law, any unpaid charges for the Utilities at the time of the move out date will be deducted from the security deposit.
7. Lessee understands that no representation or warranty by Lessor regarding the estimated or actual Utility Bills shall be enforceable unless it is set forth in a writing signed by Lessor.
8. Lessor is not liable for any losses or damages Lessee incurs as a result of outages, interruptions, or fluctuations in utilities provided to the apartment unless such loss or damage was the result of Lessor's negligent acts or omissions. Lessee releases Lessor from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
9. Lessee understands and agrees that continued occupancy of the apartment when electricity, natural gas, water, or sewer services have been discontinued is hazardous. Lessee agrees not to terminate, cut off, interrupt, interfere with, or discontinue supplying electricity, natural gas water or sewer services to the apartment. Lessee shall not tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is material breach or default of this Agreement and shall entitle Lessor to exercise all remedies available under the Agreement.
10. Lessee agrees that Lessee may, upon thirty (30) days prior written notice from Lessor to Lessee, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Utilities."
11. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of the Agreement.

24) **RETURNED ITEMS:** If Lessee's payment is made by any method other than certified funds, rental shall not be deemed to be paid until the check given therefore clears the bank upon which it is drawn. If Lessee's payment fails to clear the bank, a service charge of \$25.00 will be assessed in addition to any late charges referred to in the LATE FEES section.

21) **DAMAGES AND REIMBURSEMENT:** Lessee must promptly reimburse Lessor for damage (consequential or otherwise), loss, government

5/15 fines, or cost of repairs or service in the community due to a violation of the Agreement or Community Policies, improper use, negligence, or intentional conduct by Lessee, guests, invitee(s) or occupants. Lessee ~~indemnifies~~ and holds Lessor harmless from all liability arising from the conduct of Lessee, guests, invitee(s) or occupants or our representatives who perform—at your request—services not contemplated within the Agreement, unless caused by negligent acts or omissions of Lessor. We may require payment at any time for repairs—including advance payment of repairs for which Lessee is liable. Delay in demanding sums owed is not a waiver. Any charges for damages discussed in this section must be paid within 30 days of request of payment and will for all intents and purposes be viewed as additional rent.

2j) **RELEASE OF RESIDENT:** Unless Lessee is entitled to terminate tenancy under NOTICE TO VACATE, SPECIAL PROVISIONS, or pursuant to statute or ordinance, Lessee is unable to be released from this Agreement for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or bad health. In the event of the death of a Resident, the tenancy shall be terminated on the earlier of sixty (60) days after Lessor receives notices (or becomes aware) of the resident's death, or the expiration of the Agreement term.

2k) **NOTICE TO VACATE:** Lessor requests a minimum of a 30 day notice (prior to the Agreement expiration date) from Lessee regarding Lessee's intent to vacate their unit or to remain in the unit, if a renewal is offered by Lessor. If Lessor does not receive timely notice as provided in this paragraph, then Lessor will proceed to market the unit to other prospective residents.

2l) **OBLIGATION TO VACATE:** If Lessee provides Lessor a written notice to vacate or intent to move-out and notice is accepted, or if Lessor provides Lessee with a notice to vacate, in accordance with the Agreement, then Lessee and occupants are required to vacate the Premises and remove all personal property therefrom at the expiration of the Agreement or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from Lessor. If Lessee vacates prior to the end of the Agreement without a written release from Lessor, then Lessee is liable for rent until the end of the Agreement term or until the Premises is re-rented, whichever occurs first, and subject to Lessor's duty to mitigate damages.

3. SECURITY DEPOSIT:

3a) **AMOUNT:** Lessee agrees that a security deposit in the amount of \$0.00 shall be paid to Lessor upon the execution of this agreement. Said deposit shall be refunded to Lessee when Lessee vacates said Premises, subject to the conditions established within the Agreement and addenda.

3b) **SECURITY DEPOSIT REFUND REDUCTIONS:** Said premises shall be maintained and upon termination of this Agreement left by Lessee in a clean and undamaged condition. The cost of repairing any damage (which exceeds ordinary wear and tear) to said premises shall be deducted from the security deposit, as well as the cost of restoring the premises to a clean and rentable condition, normal wear and tear excluded.

3c) **SECURITY DEPOSIT MAY NOT BE USED FOR RENT OR CHARGES:** Lessee is not allowed to substitute or apply the security deposit for rent or other charges owing.

3d) **SECURITY DEPOSIT ACCOUNTING AND DISPOSITION:** The security deposit will be returned in accordance with Wis Stat Ch 704. The Lessor will return the security deposit to an address provided by the Lessee, or Lessee's last known address, providing therewith a written statement accounting for any amounts withheld. In accordance with Wis. Stat. 704.10, Lessor may opt to send security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund via electronic methods to the last known e-mail address. The security deposit refund, if any, will be issued in one check, made payable to all Lessee(s) who are parties to the rental agreement.

3e) **FAILURE TO OCCUPY PREMISES:** If, for any reason, except those stated in the Agreement, the undersigned does not take occupancy of the premises as provided for in the Agreement, damages may be deducted from the security deposit for lost rent and re-rental expenses incurred by the Lessor due to Lessee cancellation. However such deduction shall neither constitute a limitation on Lessee's potential total damages for breach of this Agreement, nor limit Lessor's obligation to mitigate damages.

3f) **DEDUCTIONS FROM PRIOR RESIDENT'S SECURITY DEPOSIT:** Lessee is hereby notified that Lessee may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the Premises and notify Lessor of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if any, charged against previous resident's security deposit. If such a request is made by Lessee, Lessor will supply Lessee with a list of all physical damages or defects charged against the previous resident's security deposit, regardless of whether or not those damages or defects have been repaired. Said list will be provided to Lessee within thirty (30) days from when the request was received or within seven (7) days after the Lessor notifies the previous resident of the security deposit deductions, whichever occurs later. Lessor need not disclose previous resident's identity nor the amount deducted from the previous resident's security deposit. Lessor will provide Lessee with a Check-in / Check-out sheet. Should Lessee fail to return it to Lessor within seven (7) days after the start of the tenancy, Lessee will be considered to have accepted the Premises without any exceptions.

4. **OBLIGATION OF LESSEE:** During the Agreement term, as a condition to Lessee's continuing right to use and occupy the Premises, and in addition to other obligations imposed upon Lessee by law and by this Agreement, Lessee agrees as follows:

4a) **USE RESTRICTIONS:** Lessee shall not permit the premises to be used for any immoral or unlawful purpose or any purpose that will, in the sole judgment and discretion of Lessor, injure the reputation of the premises, buildings or apartment community of which the premises are a part. Lessee shall not use or keep in or about the premises any article or thing which would in any manner increase the risk of fire, or conflict with any fire laws or regulations of the fire department, or increase the rate of any insurance on said building or on any property or equipment situated inside said building. Lessee shall not permit the premises to be used for the operation of any business.

4b) **LAWS TO BE OBEYED:** Lessee hereby accepts responsibility for the conduct of Lessee and Lessee's occupants, guests, and invitees whose conduct shall be in compliance with all orders, rules, laws, and regulations of any governmental agency or other authority having jurisdiction over the premises.

4c) **WRITTEN CONSENT NEEDED FOR ALTERING OR DECORATING:** Lessee shall not alter or decorate said premises without prior written consent of Lessor. All approved alterations to premises, including and not by way of limitation, painting and wallpapering, shall remain for the benefit of Lessor unless otherwise provided for in said consent. All work after any such consent is given shall be done in a satisfactory and work man-like manner and with satisfactory materials subject to the written approval of Lessor.

4d) **LESSEE LIABLE FOR DAMAGE BY FASTENING TO THE PREMISES:** Lessee shall not drive large nails (picture nails are acceptable), tacks, screws or apply other fasteners on or into any walls, ceilings, floors, woodwork and/or adhere shelf or contact paper to drawer(s) or cabinet of said premises, or allow same to be done without prior written consent of Lessor, and in any case Lessee agrees to be responsible for any damage done and agrees to pay for the repair of same. Lessor is hereby authorized to remove, at the expense of Lessee, anything so attached, affixed or placed

without Lessor's prior written consent. Nothing whatsoever shall be attached or affixed to the exterior of the Premises or placed in windows so as to be visible for the exterior of the Premises, whether permanent or otherwise, without prior written consent of Lessor

4e) NO UNAUTHORIZED PETS: Lessee shall not keep in or about said premises any live animals, fowl, birds or any other pets without the prior written consent of Lessor. Lessor reserves the right to approve or disapprove in its discretion requests to maintain pets on a case-by-case basis. Pet Addendum must be signed by Lessee for any and all pets housed in the Premises. Lessee will be charged Two Hundred Dollars (\$200.00) for each month or portion thereof wherein an unauthorized animal is kept on the Premises. This charge is not to be considered as permission to violate these provisions, and eviction proceeding due to these violations will be enforced as detailed in this Agreement

4f) LESSEE TO KEEP PREMISES CLEAN AND IN GOOD REPAIR: Lessee shall keep the premises in clean and tenantable condition and in as good of repair as at the beginning of the Agreement Term, normal wear and tear excluded.

4g) EXTERMINATION COSTS AND COOPERATION WITH TREATMENT: Lessee will be responsible for the costs of extermination or removal of any insects, pests, or rodents (collectively "Pests") that are found on the Premises, and which are the result of the Lessee's (or any member of the Lessee's household, Lessee's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises. The responsibility for costs of treatment is not limited to the Premises if it is determined by a pest management company or service provider that Lessee's Premises was the source of additional infestations within the property. Additionally, if Pests are found in Lessee's Premises, Lessee must fully cooperate with any and all treatment efforts of Lessor and/or its pest management company or other service provider. If bed bugs are found in the Premises; treatment typically requires that rental units next to, above, and below the Premises infested with bed bugs to also be treated. Treatment may require, but is not limited to, the following: (a) Lessee and occupants temporarily vacating the Premises, (b) temporary removal of personal property, (c) sealing of personal property in plastic bags, (d) removal and destruction of personal property that cannot be treated, (e) laundering of bedding and clothing, (f) purchase of and placement of mattress and box spring in a special plastic encasement, (g) de-cluttering the Premises, (h) vacuuming of all flooring on a daily basis, and/or (i) moving all furniture to the center of the room. Specific instructions and recommendations will be provided, as needed, by Lessor and/or its pest management company or other service provider. More than one treatment of the Lessee's Premises may be required. Lessee must cooperate throughout the entire treatment process until Lessor and/or its pest management company or other service provider determines that treatment is complete.

4h) REPAIR/MAINTENANCE: Lessee agrees to be responsible for minor repairs/maintenance (light bulbs—where easily accessed, plunging a toilet, etc) in the Premises. Lessee should submit all work orders requests in writing, either physically, via e-mail, or within the Resident Portal (where applicable). Damages or repair resulting from misuse of fixtures within the home may be charged back at a reasonable rate for materials and labor. For after-hours emergency maintenance issues (water leaks, no heat, no electricity, etc.) please use the emergency maintenance phone number provided to you.

4i) ASSIGNMENT AND SUBLETTING IS NOT ALLOWED: Lessee is not allowed to assign this Agreement nor sublet all or any part of the Premises. Short-Term Rental (STR) businesses including, but not limited to: Airbnb, Tripping.com, FlipKey, HomeAway, VRBO, Roomorama, and Couchsurfing, are not allowed within the Premises. Beyond the fact that these are not allowed by the terms of this Agreement, you may also be violating local ordinances by participating in these businesses without specific zoning and licensure. Participating in a short-term rental business or even advertising the premises through any of these types of services will constitute a material breach of Agreement.

4j) PROHIBITED CONDUCT: Lessee, occupants, invitee(s) and guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including Lessor's agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; discharging a firearm in the apartment community; displaying or possessing a gun, knife or other weapon in the common area in a way that may disturb others; storing anything in closets having gas appliances; tampering with safety devices (smoke detectors, exit signs, emergency lighting systems, fire extinguishers [where applicable], etc.), appliances, plumbing, utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests.

4k) CRIMINAL ACTIVITY: Lessee, occupants, invitees, and guests shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property—regardless of whether the individual engaging in such activity is a member of the household or a guest. Pursuant to Wis. Stat. § 704.17(3m), Lessor may terminate the tenancy of Lessee, without giving Lessee an opportunity to remedy the default, upon notice requiring Lessee to vacate on or before a date of at least five (5) days after the giving of the notice, if Lessee, a member of the Lessee's household, or a guest or other invitee of the Lessee or a member of the Lessee's household engage, in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other Lessees, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Lessor or an agent or employee of the Lessor, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. This section does not apply to a Lessee who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

4l) NOTICE OF DOMESTIC ABUSE PROTECTIONS: Lessee is advised that this notice is only a summary of the Lessee's rights and the specific language of the statutes governs in all instances

- (1) As provided in Wis. Stat. § 106.50 (5m) (dm), a Lessee has a defense to an eviction action if the Lessee can prove that the landlord knew, or should have known, the Lessee is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on the conduct related to the domestic abuse, sexual assault or stalking committed by either of the following:
 - a. A person who was not the Lessee's invited guest
 - b. A person who was the Lessee's invited guest, but the Lessee has done either of the following:
 - i. Sought an injunction barring the person from the Premises.
 - ii. Provided a written statement to the Lessor stating that the person will no longer be an invited guest of the Lessee and the Lessee has not subsequently invited the person to be the Lessee's guest
- (2) A Lessee who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain situations, as provided in Wis. Stat. § 704.16, if the Lessee has safety concerns, the Lessee should contact a local victim service provider or law enforcement agency.

5. **LESSOR'S RIGHTS:** In addition to other rights provided for pursuant to this Agreement or by law, Lessor shall have the following rights:
- 5a) **RIGHT TO ENTER PREMISES:** Lessor may, with a 12-hour notice, as authorized by law, enter said premises for the purpose of inspection, making repairs, showing the premises to prospective tenants or purchasers, or other purposes authorized by law. In accordance with Wisconsin Act 317, notice of entry may be provided by electronic means, including but not limited to e-mail. In the event of an emergency, Lessor may enter premises without notice, as allowed per law.
- 5b) **REMOVAL OF ABANDONED PROPERTY:** Unless otherwise agreed to in writing, Lessor will not store any items of personal property that Lessee leaves behind when the Lessee removes from the Premises or is evicted, except for prescription medicine or prescription medical equipment, the latter of which will be retained by Lessor for 7 days from the date on which the Lessor discovers the property, after which time Lessor will dispose of it, as provided by law. If the abandoned personal property is a titled vehicle, then before disposing of it, the Lessor shall give notice of its intent to dispose of the vehicle to the Lessee and any secured party of which the Lessor has actual notice, personally or by regular or certified mail to Lessee's last known address.
- 5c) **DISPUTE RESOLUTION:** Any dispute which shall arise between Lessee and other residents of the same building, in the matter of the use of the premises or any part thereof, shall be decided by Lessor whose decision shall be final.
- 5d) **INSTALLATION OF ELECTRICAL OR TELECOMM OUTLETS:** If Lessee shall desire telephone or electrical connections, Lessor shall direct the electrician as to where and how the wires are to be introduced and without such direction any boring or cutting for wires shall be prohibited.
6. **DUTY TO OBSERVE RULES:** Lessee shall observe and comply with the Community Policies & Guidelines established by Lessor. Lessor reserves the right to amend said Community Policies & Guidelines at any time upon twenty-eight (28) days written notice to Lessee. Any violation of any Community Policies & Guidelines shall be deemed to be a breach of this Agreement.
7. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** Subject to Wisconsin Law, in the event that the demised premises suffers casualty loss or damage as result of fire or other casualty, and in the event that, as a result of said loss or damage, the demised premises are rendered untenantable, and in the event the premises may be restored or the damage repaired, this Agreement and the liability for rent shall continue except that said liability for rent shall be abated during any period of repair reconstruction and until such time as the premises are rendered tenantable. In the event the premises cannot be repaired within sixty (60) days from the happening of such injury, then this Agreement shall cease and terminate from the date of such injury. Said liability for rent shall not abate if the loss, damages or injury to the demised premises is caused by the negligence of Lessee, Lessee's occupants, guests or invitees.
8. **SURRENDER AT TERMINATION & HOLDOVER:** Upon termination of this Agreement, whether by the lapse of time or otherwise, Lessee shall surrender the Premises to Lessor. If Lessee retains possession of the Premises or any part thereof after the termination of this Agreement, whether terminated by lapse of time or otherwise, in addition to its other rights and remedies provided by law, Lessor may treat such retention of possession as constituting an extension of this Agreement, and so bind Lessee, on a month-to-month basis, except that monthly rent shall automatically be increased to twice the rent in effect for the month immediately preceding the commencement of the holding over. The provisions of this paragraph do not preclude or limit Lessor's rights of re-entry or any other rights or remedies provided or allowed by law or hereunder.
9. **MISCELLANEOUS PROVISIONS:**
- 9a) **LESSOR SHALL NOT BE LIABLE FOR LOSS OR DAMAGE:** which Lessee may sustain from: (a) theft or burglary in or about the premises, (b) delay or interruption in any service, fire, water, rain, frost, snow, gas or odors or fumes from any source whatsoever and from injury or damage caused by leaking or bursting of pipes or failure or backing up of sewer drains and pipes, (c) any injury to any person or damage to any property, or (d) failure to keep said premises and appliances and equipment therein in repair. This Paragraph shall not apply to loss or damage caused by the negligent acts or omissions of Lessor.
- 9b) **LESSOR PROVIDED DEVICES OR SERVICES:** Devices or services provided by Lessor either directly to the Premises or for the rental community of which the Premises is a part are provided strictly at option of Lessor, and Lessor shall not be responsible for any losses to Lessee which may result in any way due to a breakdown and/or discontinuance in said system or a failure to repair the same.
- 9c) **CONSENT OR APPROVAL:** The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.
- 9d) **SEVERABILITY:** Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.
- 9e) **HEADINGS:** The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- 9f) **SUCCESSORS:** The terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to the provisions of Wis. Stat. s. 704.165.
- 9g) **DELIVERY OF NOTICES:** Notices to Lessor shall be made in writing and delivered to Lessor's agent authorized to receive notices as described on page one. Notices shall be personally delivered to the agent or sent by registered or certified mail. Notices to Lessee shall be made in writing and 1) personally delivered to Lessee or 2) personally delivered to a competent member of the Lessee's family at the premises who is at least 14 years of age and who is informed of the contents of the notice or 3) delivering the notice to a competent person apparently in charge of the premises and by mailing by regular or other mail to the Lessee's last known address or 4) if delivery cannot be made under above provisions then by affixing the notice in a conspicuous place on the premises and by mailing a copy by regular or other mail to Lessee's last known address or 5) mailing the notice by registered or certified mail to Lessee's last known address.
- 9h) **GENERAL:** No oral agreements have been entered into with respect to this Agreement. By signing this Agreement you acknowledge that you are not relying on any oral representations. This Agreement shall not be modified unless by an instrument in writing signed by Lessor and Lessee. Each Lessee states that he or she is of legal age to enter into a binding residential Agreement. Time is of the essence with respect to the performance of all obligations of Lessee stated herein.

9j) COUNTERPARTS: This Agreement is executed in multiple counterparts, with one copy to be furnished to Lessee and a copy to be retained by Lessor.

9k) COMMON AREAS: Available for the Lessee's use are under the control of management of Lessor, are furnished gratuitously, may be used by the Lessee at their own risk and Lessor reserves the right to reduce, increase or change the common areas from time to time during the term of this Agreement.

9l) SECURITY: Any security measure or devices at the property or common areas is not a guarantee of security. Lessor is not responsible for providing security to Lessee, their guests, or invitees within the apartment, common, or parking areas.

9m) ON-GOING DEVELOPMENT: Your community may be in a master-planning area or re-development zone, and as such, you may expect continued development in the future. Development and construction is dynamic, transformative, and, at times, disruptive. This may result in significant future advantages and some potential future challenges to the areas surrounding your community.

10. DEFAULT: No receipt of money by Lessor from Lessee after the termination of this Agreement or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises, shall reinstate, continue or extend the term of this Agreement or affect any such notice, demand or suit. All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor consent to any continuation thereof, nor a waiver of the same default at any subsequent date. Any action taken by Lessor under the provisions of this Agreement, or to enforce the provisions of this Agreement, or to declare termination of Lessee's interest under this Agreement, or to repossess itself of the Premises, shall not, in any event, release or relieve Lessee from its continuing obligations hereunder including, and not by way of limitation, Lessee's continuing obligation to make all payments herein provided. Lessor will do everything in their power to mitigate any damages within the requirements of the law or governing ordinances.

10a) NON-WAIVER: Any failure to act by Lessor with regard to any specific violation or breach of any term of this Agreement by Lessee shall be considered temporary and does not waive Lessor's right to act on any future violation or breach by Lessee. Lessor, by accepting payment from Lessee for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Lessee.

11. BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of the original Agreement. Should Lessee neglect or fail to perform and observe any of the terms of the Agreement or its addendum, Lessor shall give Lessee written notice of the breach requiring Lessee to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Lessee fails to comply with such notice, Lessor may declare the tenancy terminated and proceed to evict Lessee from the Premises, without limiting the liability of Lessee for the rent due or to become due under the Agreement. If Lessee has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Lessee breaches the same or any other covenant or condition of the Agreement, this Agreement may be terminated if, Lessor gives notice to Lessee to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions shall apply to any Agreement for a specific term and do not apply to a month-to-month tenancy.

12. OTHER PROVISIONS:

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Lessee

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

Terms of this Agreement are on the previous pages. Please read carefully.

Fiduciary Real Estate Development, Inc.
Authorized Agent

William Bowden 12-21-18
Authorized Signature Date

COMMUNITY POLICIES AND GUIDELINES

This Community Policies and Guidelines is attached to and by reference made part of the Lease Agreement, Rental Agreement, or Renewal Agreement ("Agreement"). Capitalized terms used herein shall have the same meaning as those contained in the Agreement.

If there is any conflict between the terms and conditions of the Community Policies and Guidelines and those contained in the Agreement, the terms and conditions of the Rules and Regulations shall be controlling.

1. SPECIAL PROVISIONS:

- A. **UTILITY RESPONSIBILITY:** Lessee agrees to furnish proof that Lessee has paid any outstanding utility bills to Lessor at check-out and Lessee understands that they are responsible to heat the apartment to 67 degrees Fahrenheit (67°F) during the heating season whether or not Lessee physically occupy the apartment.
- B. **PACKAGE RELEASE:** Lessee desires that Lessor, their agents and employees accept, receive and sign on Lessee's behalf any letters, certified letters, packages, or other items delivered by U. S. Mail, United Parcel Service, Federal Express or any other recognized carriers to Premises for Lessee. Lessee expressly agrees that Lessor shall not be liable from any claims, actions, causes of action, or other damages whatsoever arising out of or incident to or connected with such acceptance, receipt or signature. Lessee agrees to indemnify and hold harmless Lessor, their agents, and employees from any claims, actions, causes of action, or other damages whatsoever arising out of or incident to or connected with their acceptance, receipt or signature. Locations in which a package locker system (example: Parcel Pending) exists, packages are required to be picked up within three (3) days. Lessor reserves the right to decline the acceptance of any package, on the behalf of the Lessee for any reason. Packages of excessive quantity, size or of perishability may be declined.
- C. **LESSOR'S RIGHT TO MAKE CHANGES:** Lessor shall have the right to make such other reasonable Community Policies and Guidelines as may, in its judgment, be necessary for the safety, care, proper operation and cleanliness of the Premises and the preservation of good order therein, which when so made and a written or electronic notice of twenty-eight (28) days is given to the Lessee, shall have the same force and effect as if originally made a part of this Agreement and/or Community Policies and Guidelines.

2. LESSEE USE AND MAINTENANCE OF APARTMENT HOME:

- A. **PERSONAL POSSESSIONS AND RENTERS INSURANCE:** Lessee understands that it is the Lessee's responsibility to provide for the safety of personal possessions from all hazards, including fire, theft, & water damage. It is recommended that Lessee obtain a policy of renter's insurance protecting Lessee's household goods and personal property. If the Agreement contains a Required Liability Insurance Addendum, Lessee is required to obtain a liability insurance policy in accordance with the provisions of the Addendum. Lessor is not responsible for any loss or damage to Lessee's property unless the loss or damage was the result of Lessor's negligent acts or omissions.
- B. **PLUMBING:** Lessee will be responsible for the cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities by Lessee. Lessee will not dispose of any cloth, metal, glass, wool, plastic, condoms, feminine hygiene products, or similar items in the toilet, sink or garbage disposal. Lessee will immediately report to Lessor, in writing, if any pipes or faucets are leaking or if any toilet continues to run. If Lessee fails to notify Lessor, then tenant will be responsible for any increased water bill. Lessee will not leave water running, except during actual use. Lessee will only do laundry in designated areas and during the posted hours unless otherwise approved by Lessor. Common area water spigots are not intended for resident/guest use and are not allowed to be used by residents, their occupants, guests, or invitees without written permission from Lessor, excluding any applicable emergency situation.
- C. **FLAT COOKTOPS:** Where flat glass/ceramic cooktops exist the following guidelines will keep the cooktop looking great and minimize damage. Lessee(s) is responsible for any damage to the cooktops beyond normal wear and tear. Cooktops should only be used as intended:
 - Do not cook directly on the cooktop
 - Clean-up any spills/messes right away with a damp cloth
 - o Sugary spills/messes are particularly damaging to the cooktop.
 - Use extra care with cast iron cookware. The bottoms of cast iron pans are rough and can easily scratch the surface of the cooktop if not handled with extreme care.
 - Steel Wool (SOS®/Brillo®), other abrasive tools (razor blades, sandpaper, etc.), and abrasive cleaners, including but not limited to, Ajax®, Comet®, Softscrub®, and Easy-Off®, should never be used with flat cooktops.
 - Only cleaners intended for glass cooktops should be used--examples of such cleaners include but are not limited to: Weiman® Ceramic Stove Top Cleaner, Scotch-Brite® Cook Top Cleaner, and Cerama Brite® Ceramic Cooktop Cleaning Kit
 - Cooktops are not intended to hold substantial weight or be used as storage.
 - Hot glass bakeware from the oven should not be placed on a cool cooktop, this may cause the cooktop to shatter due to the rapid change in temperature. Glass bakeware should be placed on a pot holder or towel onto a counter to cool.
- D. **FIRE CODE CONSIDERATIONS AND BALCONIES/PATIOS ARE NOT FOR STORAGE:** Lessee understands that patios and balconies cannot be utilized as a storage area. Storage of any flammable oils or fluids such as gasoline, kerosene, naphtha, and benzene or other explosives which are deemed hazardous to life, limb, or property are prohibited. Bonfires or fire pits are not allowed. The state of Wisconsin has adopted a fire code provision which states no charcoal or gas grills of any kind shall be on Lessee's balconies at any time or within 10 feet of patios on ground floors when being utilized. Additionally, Lessee is also not allowed to use or store electronic grills (a common example is a "George Foreman" grill) on balconies or within 10 feet of patios of a building. Grill storage on 1st floor patios is not allowed. Only patio furniture is allowed on patio or balcony.
- E. **COMMERCIAL GARAGE DOORS:** Where common area / commercial garage doors exist the following guidelines will lessen the likelihood of issues:

- Recognize a "one click" or one entry at a time rule. "Piggybacking" by attempting to travel through a door that has already been opened by someone else is not allowed.
- Lessee(s) is responsible for all damage to personal vehicle(s), third party vehicles and/or Lessor's equipment that is caused by negligence or misuse of the garage facilities.

- W.B.
- F. **WINDOW COVERINGS:** Tin foil, sheets, blankets, or any type of coverings over windows to darken rooms are not allowed. Other window coverings such as white shades or draperies with white backing may be installed by the Lessee at the Lessee's expense only with Lessor's prior written consent. Covering, including but not limited to, Screens/netting may not be installed on balconies themselves.
 - G. **LIGHT BULBS:** Lessee is responsible for replacing any light bulbs within the rental unit, as long as the bulb may safely be accessed. Light bulbs that need replacement in areas higher than 10 feet from the ground or in an unstable area (similar to, but not limited to, light fixtures above stairwells) should be requested, in writing, as a repair through the Lessor. Lessee shall only use the proper wattage of bulb as specified on the light fixture.
 - H. **DISPOSAL OF REFUSE/WASTE:** All refuse shall be deposited in trash containers in designated areas only. Lessee agrees to comply with all state, local, and federal ordinances concerning the collection, sorting, and recycling of waste products. If Lessee wishes to dispose of any large items, it is the responsibility of the Lessee to make special arrangements in accordance with local ordinances and laws to dispose of such items. Lessee agrees to pay all costs, fines, expense, penalties or damages imposed on Lessor or Lessee by any third party by reason of Lessee's failure to comply with present or future laws regarding collection, sorting, separation, and recycling of waste products, garbage, refuse and trash. Lessee shall ~~indemnify, defend, and~~ hold Lessor harmless from and against any actions, claims, or suits by any third party arising from such noncompliance, using counsel reasonably satisfactory to Lessor, if Lessor so elects. Lessee's noncompliance with this paragraph shall constitute a breach of the Agreement.
 - I. **WATERBEDS AND OTHER FURNISHINGS:** Waterbeds, appliances, or furnishings of Lessee which, in the reasonable discretion of Lessor, pose a potential risk of damage to the premises are allowed only upon Lessor's prior written consent and, if required by Lessor, only upon Lessor's receipt from Lessee of satisfactory evidence of renter's insurance covering perils associated therewith.
 - J. **ODORS & NOISES:** Lessee agrees to not make or allow any improper or disturbing odors in the building and/or common or patio/balcony areas at any time, which could be objectionable to other residents (e.g. smoking, cooking, pet care, housekeeping, etc...). Lessee agrees to keep the volume of any radio, stereo, television, computer, musical instrument, or any other device, at a level that will not disturb other residents or their guests.
 - K. **INSTALLATION OF EQUIPMENT:** Lessee understands that no outside satellite dish, radio, television aerial or air-conditioner shall be installed by the Lessee without receiving the written consent of the Lessor. Lessor can remove such property and charge the cost to the Lessee. A Satellite Dish Addendum must be completed for all satellite dishes on Premises. Please refer to the Satellite Dish Addendum for full terms and conditions.
 - L. **LAUNDRY EQUIPMENT USE:** Lessee agrees to abide by any and all guidelines and practices recommended by Lessor for the proper operation and maintenance of laundry equipment located on the Premises.
 - M. **MODIFICATION OF HARDWARE/EQUIPMENT:** Lessee agrees not to tamper with, remove, exchange, add to, or otherwise modify or change the door and window hardware installed by Lessor. Lessor reserves its right and necessity to continued and reasonable access to the Premises, as provided by law, and with appropriate prior notice, for the various purposes contained therein.
 - N. **SMOKE DETECTOR:** The Lessee acknowledges that the Premises is equipped with a smoke detection device(s) and was tested and its operation explained by Lessor, and/or their agents in the presence of the Lessee at time of initial occupancy and the detector(s) in the unit was working properly at that time. Lessee shall perform the manufacturers recommended test to determine if smoke detector(s) is (are) operating properly at least once a week. Lessee is responsible for replacing any batteries for smoke detectors within the Premises. Lessee must inform the Lessor or authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).
 - O. **SMOKING IN COMMON AREAS:** Lessee, and or Lessee's guests and occupants, may not smoke in any of the interior common areas. The term "smoking" includes inhalation, exhalation, breathing, burning or carrying of any lighted or heated cigar, cigarette, pipe or other tobacco product or plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes or any similar electronic device that provides vapor of liquid nicotine and/or other substances to the user.
 - P. **NO LOITERING:** Lessee understands that persons are not to loiter or play in the halls, stairways, basement, garages, or other parts of the building used by the public and other residents.
 - Q. **EXTERMINATING:** Even though extermination is a more-rare occurrence in Wisconsin, unless prohibited by statute or otherwise stated in the Agreement, Lessor may conduct extermination operations in Residents' Premises several times a year and as needed to prevent insect infestation. Lessor will notify Residents in advance of extermination in Residents' home and give Residents instructions for the preparation of the Premises and safe contact with insecticides, if applicable. Residents will be responsible to prepare Residents' home for extermination in accordance with Lessor's instructions. If Residents are unprepared for a scheduled treatment date, Lessor will have the option to prepare Residents' home and charge Residents' accordingly. Residents must request any extermination treatments, in addition to those regularly provided by Lessor, in writing. Residents agree to perform the tasks required by the Lessor on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following.
 - a. Cleaning in all cabinets, drawers, and closets in kitchen and pantry
 - b. If roaches have been seen in closets, remove contents from shelves and floor.
 - c. Remove infants and young children from the home.
 - d. Remove pets or place them in bedrooms and notify Lessor of such placement.
 - e. Remove any obstructions to entry.
 - f. Cover fish tanks and turn off their air pumps.
 - g. Do not wipe out cabinets after treatment
 - h. In case of a suspected or confirmed bed bug infestation, resident will agree to the following
 - i. Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - ii. Resident will thoroughly clean, off-premises, luggage, handbags, shoes, and clothes hanging containers
 - iii. Resident will cooperate with Lessor's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same, if requested.

1. If requested, mattress will need to be disposed of off-site. Standard protocol would also indicate to destroy mattress and indicate the infestation.
- i. Residents are solely responsible to notify Lessor in writing prior to extermination of any anticipated health or safety concerns related to extermination and the use of insecticides.

3. GENERAL CONDITIONS FOR USE OF PREMISES AND COMMON AREA RECREATION FACILITIES:

- A. Lessee's permission or use of all common areas, resident amenities, and recreational facilities (together "Amenities") located at the community is a privilege and license granted by Lessor and not a contractual right except as otherwise provided for within the Agreement. Such permission is expressly conditioned upon the Lessee's adherence to the terms of the Agreement, addenda and this Community Policies and Guidelines document. At any given time, such permission may be revoked by Lessor for any lawful reason. In all cases the most-strict terms of either the Agreement, addenda, or Community Policies and Guidelines shall control. Lessor reserves the right to set days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of the Lessee and in Lessor's sole and absolute discretion, without notice, obligation or recompense of any nature to the Lessee. Lessor and management may make changes to the Community Policies and Guidelines of use for any Amenity at any time.
- B. The terms of this Community Policies and Guidelines Addendum shall also apply to all resident's occupants, agents, and invitees, together with the heirs, assigns, estates and legal representatives of them all, and residents(s) shall be solely responsible for the compliance of such persons with the Agreement, addenda, and this Community Policies and Guidelines addendum. Community Policies and Guidelines and Lessee intend to and shall indemnify and hold owner harmless from all claims of such persons described in the preceding paragraph, unless caused by the negligent acts or omissions of the Lessor.
- C. **USE OF COMMON AREAS:** No food is allowed in common areas, except for designated areas. Lessee is expected to make reasonable efforts to keep common areas, grounds and exterior areas clean (example: no littering, clean-up of laundry room after use (if applicable)). Lessor reserves the right to confiscate or dispose of any personal property left unattended in common areas or on the grounds or exterior of the property.

4. AUTOMOBILES/PARKING REGULATIONS:

- A. **PARKING REGULATIONS:** Lessee agrees to comply with all posted signs and regulations regarding parking at the property. Vehicles parked elsewhere will be ticketed or towed, at the vehicle owner's expense. Parking on lawn areas is not allowed.
- B. **UNSIGHTLY/INOPERABLE CARS:** Unsightly cars (such as cars with flat tires, broken windows, deteriorated body, excessive rust, etc.) or inoperable cars will not be permitted in or around the premises. Repair of cars on the property is not permitted. Cars must bear proper and current license plates and proper stickers (where applicable) or be subject to towing at vehicle owner's expense.
- C. **SNOW PARKING:** All vehicles must be moved to a clean stall within 24 hours after a snowfall or when designated by Lessor. Any resident violating these regulations will be subjected to reasonable fines and/or towing, at the vehicle owner's expense, as determined by the sole discretion of Lessor.
- D. **LIMITATIONS:** Where parking is allowed, Lessee shall at all times park vehicles only in a proper manner upon the terms and conditions of the Community Policies & Guidelines and shall not obstruct or interfere with the ingress or egress of others. Parking spaces are limited to use by private passenger vehicles. No commercial, recreational vehicles, or trailers shall be parked without written consent of Lessor. Lessor may charge additional storage fees.

5. POOL: This community does does not have a pool. When using the pool residents agree to the following:

- A. **POOL RULES:** Residents will follow the rules posted in the pool area, this document, and the resident handbook.
- B. **SWIM AT YOUR OWN RISK:** All swimmers swim at their own risk. Lessor is not responsible for accidents, injuries, unless caused by negligent acts or omissions provided by law.
- C. **HOURS:** Hours are posted at the pool and may be changed at any time, for any reason, with or without notice.
- D. **LIMITATIONS:** Glass, Pets, and Alcoholic beverages are not permitted in the pool area. Use paper, plastic, or aluminum containers only. Pets are allowed on "doggy swim days" as determined by the Lessor.
- E. **SWIMMING ATTIRE:** Proper swimming attire is required at all times and a swimsuit "cover up" is recommended to be worn to and from the pool area.
- F. **BE RESPECTFUL AND SAFE:** No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leave pool furniture in pool areas, dispose of trash, and keep pool gates closed.
- G. **SAFETY FIRST:** Notify our management team immediately if you notice a problem or safety hazard at the pool. Dial 9-1-1 in the case of an emergency.

6. FITNESS CENTER: This community does does not have a fitness center. When using the fitness center residents agree to the following:

- A. **FITNESS CENTER RULES:** Residents will follow the rules posted in the fitness center, this document, and the resident handbook.
- B. **NO SUPERVISION:** The Fitness Center is not supervised. Residents are solely responsible for their own appropriate use of equipment. Residents shall inspect each piece of equipment prior to use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- C. **REPORTING:** Residents who notice equipment that is not functioning properly, is damaged, or appears dangerous OR any person's use that appears to be dangerous should be reported to management immediately.
- D. **KEEP DOORS LOCKED:** Fitness Center doors should be kept closed and locked at all times.
- E. **LIMITATIONS:** Glass, smoking, eating, alcoholic beverages, pets or black-sole shoes are not permitted in the Fitness Center. Age limits posted must be observed.

7. FIREPLACES - WHERE APPLICABLE

Nonstandard Rental Provisions Addendum

This is an addendum to and made part of your original Lease and/or Renewal of Lease Agreement beginning at 12:00 noon on the first day and ending at 12:00 noon on the last day of dates below

Lease Start Date: 01/01/2019

Lease End Date: 12/31/2019

Lessee(s): Dane County Dba Early Childhood Initiative

For the apartment located at 3301 Leopold Way #108 Unit # 161 Fitchburg WI 53713

Lessor's Agent, Fiduciary Real Estate Development, Inc., as the Lessor's duly authorized agent for the management of the Property including the execution of leases, collection of rent and other payments, services of all process and other notices and demands.

SECURITY DEPOSIT DEDUCTIONS: In addition to the standard security deposit deductions allowable under ATC: 134.06, the Lessor may deduct the following items from the security deposit, if not paid by Lessee(s) by the end of the lease term:

1. Lessee(s) understands a check-in sheet will be received upon moving-in to said premises and acknowledges that it must be returned to Lessor within seven (7) days after receiving keys to the apartment or the apartment will be deemed to be in good and acceptable condition with no defects when Lessee(s) moved in. Lessee(s) shall have seven (7) days from the start of the tenancy, within which to inspect the dwelling unit and notify the Lessor of any pre-existing damages or defects. Additionally, Lessee(s) may also request a list of physical damages or defects, if any, charged to the previous Lessee(s)'s security deposit, which the Lessor will provide within 30 days of such request.

2. **RE-RENTAL AGREEMENT:** If Lessee(s) vacates the said premises prior to the last day of lease term, the Lessee(s) will (subject to Lessor's obligation to mitigate damages) be responsible for actual advertising costs, rent and utility costs that Lessee(s) will owe per the Lease Agreement.

3. **PAINTING:** The apartment has been inspected, painted, if necessary, prior to your occupancy. At the termination of your occupancy, an inspection will be made to determine if painting for damage (over and above ordinary wear and tear), waste or neglect will be necessary to bring the apartment back to the condition that it was at the time of your occupancy, normal wear and tear excepted. Cigarette, cigar, pipe, incense and some candle smoke are considered damage, if the walls are discolored or smoke permeated. If painting is necessary at the termination of occupancy, it is Lessee(s)'s responsibility to pay the cost of said repainting for damage, waste or neglect.

4. **CARPETS:** Charges for carpet replacement and any related material / labor costs, due to stains or odor, which cannot be removed from the carpet, will be deducted at prorated cost of the carpet replacement. Lessee(s) will be charged for any repairs, stain removal or deodorizing which is needed, beyond normal wear and tear.

5. **REPAIRS:** The apartment, which you are renting, will be inspected after you vacate said premises. If repairs (including cleaning) are to be done due to conditions over and above ordinary wear and tear, you will be charged according to actual material cost, 3rd party contractor fees (if applicable), and labor (at a reasonable hourly rate). 704.07(3)(a)

6. **PEST CONTROL & EXTERMINATION COSTS:** the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the Lessee(s) (or any member of the Lessee(s) household, Lessee(s) guests, or invitees) acts negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises. 704.07(3)(a)

7. **KEYS:** Charges for re-keying, changing locks, or replacing keys if all keys are not returned at the end of the lease; charges for replacement keys and/or re-keying during the time of residency, as a result of the loss of keys by Lessee(s), and/or the cost of re-coding any access mechanism

8. **GARAGES/PARKING:** If/where applicable within the terms of the lease, Lessee(s) agrees to pay an additional fee per month for the use of a garage/parking, paid with the Lessee(s)'s monthly rent. Lessee(s) agrees to abide by all parking rules and regulations contained in the Community Policies and Guidelines, which is attached hereto and by reference made a part thereof. Cost of replacing any garage opener or other access card issued by Lessor and not returned by Lessee(s), and/or the cost of re-coding any access mechanism. If, upon move-out, there is any back-rent owed on a garage/parking space, Lessee(s) will be charged. Lessee(s) will be charged for actual cost of cleaning garage floor and any damage to the garage owed to Lessee(s)'s use thereof.

9. **PROMOTIONS:** If Lessee(s) does not fulfill Lease Agreement terms, Lessee(s) will be obligated to repay rental incentives received. The terms of the concession are outlined within the Lease or Concession Addendum, which is attached hereto and by reference made a part thereof.

10. **LATE FEES / UTILITY FEES:** Late fees or additional rental charges as provided in the Lease Agreement or any unpaid utility bill related to said premises will be deducted from Lessee(s)'s Security Deposit.

11. **STORAGE OF PERSONAL PROPERTY:** Unless agreed in writing, the Lessor will not store any items of personal property that the Lessee(s) leaves behind when the Lessee(s) removes or is evicted from the premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Lessor for 7 days from the date on which the Lessor discovers the property, after which time the Lessor will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Lessor shall give notice of its intent to dispose of the vehicle to the Lessee(s) and any secured party of which the Lessor has actual notice, personally or by regular or certified mail. Lessee(s) is responsible for costs of removing/storing property in accordance with the policy above.

12. **HOLDOVER DAMAGES:** Holdover damages as a result of the Lessee(s)'s failure to vacate, after the expiration of the lease or termination of the tenancy by notice.

13. **PETS:** Lessee(s) certifies that the status of pets living within the leased premises within the applicable Lease Agreement, Renewal of Lease Agreement and Pet Addendum, is accurate. If Lessee(s) choose to add/remove pets in the future, Lessee(s) will contact Lessor to begin appropriate paperwork and add a revised pet addendum to my resident file. Unauthorized pets are a breach of lease. I agree to pay the applicable market pet rent effective (possibly retroactive) to the date the pet moves in, going forward.

14. **BANK FEES:** Bank fees for checks returned NSF or Account Closed, will be the responsibility of Lessee(s).

15. **OTHER APARTMENT DAMAGE:** If Lessee(s) damages apartment home in any manner (normal wear and tear excluded), Lessee(s) will be responsible for the cost of repairing the apartment at the actual cost material and labor, at a reasonable rate. If a Satellite Dish is left behind after occupancy, a removal charge of \$100 will be deducted from the security deposit.

MOLD PREVENTION ADDENDUM

It is the goal of Fiduciary Real Estate Development, Inc. to provide a quality living environment for our residents. To help achieve this goal it is important we work together to minimize any mold growth in your apartment. That is why this addendum contains important information for you, as well as responsibilities for both you and us.

The Mold Prevention Addendum is attached to and by reference made part of that certain lease (the "Lease") of even date herewith. Capitalized terms used herein shall have the same meaning as those contained in the Lease.

About Mold

Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside an apartment, mold can grow. There is conflicting scientific evidence as to what contributes a sufficient accumulation of mold that could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Preventing Mold Begins With You

In order to minimize the potential for mold growth in your Apartment, you must do the following:

- Keep your Apartment clean - particularly the kitchen, the bathroom(s), carpets and floors. Regularly vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulating on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. When showering, be sure to keep the shower curtain inside the tub and fully close the shower doors. Adhering plastic covering to seal windows completely causes excess moisture to build up on window sills and windows. This excess moisture may cause mold to form. It is highly suggested to use only plastic covering to adhere only to the glass planes of the window.

In Order to Avoid Mold Growth

It is important to prevent excess moisture buildup in your Apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rain water leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines, and
- Leaks from plumbing lines or fixtures, washing machine hose leaks, leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks.

If Small Areas Of Mold Have Already Occurred On Non-Porous Surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic): The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray - on type household biocide, such as *Lysol Disinfectant*, *Pine-Sol Disinfectant*, *Tilax Mildew Remover* or *Clorox Cleanup*. Please note only a few of the common household cleaners will actually kill mold. Tilex and Clorox contain bleach, which can discolor or stain. **Be sure to follow the instructions on the container. Do not clean or apply household biocides to visible mold on porous surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces.** Instead, notify us in writing, and we will take appropriate action.

Lessee Obligations Regarding Mold

Lessee shall provide appropriate climate control within the Apartment, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Lessee agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Lessee agrees to periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Lessee agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment.

Lessee also agrees to immediately report to the Lessor: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as any storage room, garage or other common area; (ii) any evidence of mold or mildew like growth that cannot be removed by simple applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Apartment; and (iv) any inoperable doors and windows.

Lessor's Obligations Regarding Mold

Upon written notification from Lessee regarding signs of water leaks, water infiltration or mold, or any failure or malfunction in the heating, ventilation or air conditioning system in the Apartment, Lessor shall, within a reasonable time frame, make necessary repairs to the apartment in accordance with State law and the Rental Agreement provided such damage was not caused by the misuse or neglect of Lessee, or any occupants or guests of Lessee.

Remedy

A breach of this Mold Addendum by Lessee shall be a material violation of the Lease allowing Lessor to re-cover possession of the apartment, following Demand for Possession or Compliance in accordance with the State law, and all other rights and remedies contained in the Lease.

Warranties, Indemnifications and Release

W/E

Lessee hereby ~~indemnifies~~ and shall hold Lessor harmless from any and all claims or causes of action, arising (in whole or in part) from Lessee's breach of the obligations contained in this Mold Prevention Addendum. Lessee hereby releases Lessor from any and all claims of Lessee or Occupant for the presence of mold in the Apartment, other than claims based on breach of this Mold Prevention Addendum by Lessor, or those caused by negligent acts or omissions of Lessor.

Lessee(s)

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

Guarantor(s):

Date

Fiduciary Real Estate Development, Inc.
Authorized Agent

William Bowden

12-21-18

Authorized Signature

Date

SMOKE & CARBON MONOXIDE (CO) DETECTOR ADDENDUM

This is an addendum to and made part of the Lease Agreement, Rental Agreement, or Renewal Agreement ("Agreement") beginning at 12:00 Noon 01/01/2019 and ending 12:00 Noon 12/31/2019.

Fiduciary Real Estate Development, Inc. (Lessor's Authorized Agent "Lessor") and Dane County Dba Early Childhood Initiative Lessee(s) ("Lessee"--referred to in the singular whether one or more) hereby agree to amend the Agreement to establish additional terms regarding concessions for the Premises ("Premises") located at 3301 Leopold Way #108, Fitchburg, WI 53713.

If there is any conflict between the terms and conditions of this Smoke & Carbon Monoxide (CO) Detector Addendum and those contained in the Agreement, the terms and conditions of this Smoke & Carbon Monoxide (CO) Detector Addendum shall be controlling.

The following information explains the requirements by law and responsibilities for both the Lessor and Lessee as it relates to Smoke and Carbon Monoxide (CO) Detectors.

SMOKE DETECTORS: Lessor has provided working smoke detectors on the Premises, as required by law. Lessee acknowledges that all smoke detectors on the Premises are fully operational. Smoke detectors shall be maintained as follows:

1. Lessor shall be responsible for maintaining and testing all smoke detectors in common areas, as required by law.
2. Lessee shall be responsible for maintaining and testing all smoke detectors within the Lessee's Premises, as required by law.
3. Lessee shall inform Lessor, in writing, of any smoke detector that is not working and Lessor shall have five (5) days after receipt of such written notice to repair or replace the smoke detector.
4. Lessee shall replace batteries in all smoke detectors inside Lessee's Premises, as necessary.

Wis. Stat. § 101.145

CARBON MONOXIDE DETECTORS: State law requires that an owner of a residential property install a Carbon Monoxide (CO) Detector in all the following locations no later than April 1, 2010:

1. In the basement of the building if the basement has a fuel-burning appliance.
2. Within 15 feet of each sleeping area of a Premises that is immediately adjacent to another Premises that has a fuel-burning appliance.
3. In each room that has a fuel-burning appliance and that is not used as a sleeping area (the detector should be installed not more than 75 feet from the fuel-burning appliance).
4. In each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit, except that, if there is no electrical outlet within this distance, the owner shall place the Carbon Monoxide (CO) Detector at the closest available electrical outlet in the hallway.

The owner has installed Carbon Monoxide (CO) Detectors that bear an Underwriters Laboratories, Inc. (UL) listing mark or similar mark from an independent product safety certification organization and has installed the detectors according to the directions and specifications of the manufacturer.

State law also requires the owner to reasonably maintain every Carbon Monoxide (CO) Detector in the residential property in the manner specified in the instructions for the detector.

Lessee must provide Lessor with written notice if a detector is not functional or has been removed by a person other than the Lessee. The Lessor must repair or replace the detector within 5 days after receipt of written notice by the Lessee.

An owner of a residential building is not liable for damages resulting from any of the following:

1. A false alarm from a detector that was reasonably maintained.
2. The failure of a detector to operate properly if that failure was the result of tampering, removal, or destruction of the detector by a person other than the owner.
3. The result of a faulty detector that was reasonably maintained by the owner.

Wis. Stat. § 101.149

LESSEE ACKNOWLEDGES THAT ALL SMOKE AND CARBON MONOXIDE (CO) DETECTORS IN THE PREMISES ARE WORKING PROPERLY.

The undersigned have read, understand, and agree to the Smoke & Carbon Monoxide (CO) Detector Addendum stated above.

Lessee:

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

Fiduciary Real Estate Development, Inc.

Authorized Agent

William Bowden

12-21-18

Authorized Signature

Date

SATELLITE DISH ADDENDUM

This is an addendum to and made part of the Lease Agreement, Rental Agreement, or Renewal Agreement ("Agreement") beginning at 12:00 Noon 01/01/2019 and ending 12:00 Noon 12/31/2019.

Fiduciary Real Estate Development, Inc. (Lessor's Authorized Agent "Lessor") and Dane County Dba Early Childhood Initiative Lessee(s) ("Lessee"), referred to in the singular whether one or more hereby agree to amend the Agreement to allow a satellite dish or other authorized communication device for television, telephone or internet service (all referred to as "Satellite Dish") into the Premises ("Premises") located at 3301 Leopold Way #108, Fitchburg, WI 53713.

If there is any conflict between the terms and conditions of this Satellite Dish Addendum and those contained in the Agreement, the terms and conditions of this Satellite Dish Addendum shall be controlling.

SATELLITE DISH ADDENDUM

If Lessee decides to get a Satellite Dish, management must be informed and the following guidelines are in effect:

Lessee is responsible for installation of one (1) Satellite Dish, not to exceed one meter (39.37 inches) in diameter. The Lessee also agrees to pay any damages that installing the Satellite Dish may cause to property. If a Satellite Dish is left behind after occupancy, Lessee agrees to be charged of \$100 for dish removal.

LOCATION CONSIDERATIONS AND RESTRICTIONS: Location of the satellite is limited to (a) inside Lessee's Premises or (b) in an area outside Lessee's Premises, such as a balcony or patio, in which Lessee has exclusive use under the Agreement. The Satellite Dish must not reach over railings or other balconies—considered common areas for this purpose. Exclusive use of a balcony area is vertically defined at three (3) feet above the balcony railing. Satellite Dish placement should be discussed with the Property Manager, before installation to identify preferred Satellite Dish locations. All wiring involved in a Satellite Dish operation must be run to the interior areas of the Premises and/or building. Exterior walls, siding, roofs, and other reasonable fixtures are considered common areas, thus, Satellite Dishes may not be secured directly to exterior walls, siding, roofs, etc.

AGENCY RESTRICTIONS: On-site management does not have the authority to approve any exceptions to how the Satellite Dish may be secured. Any exceptions must be granted previously, in writing, by the owner.

SAFETY RESTRICTIONS: Flat cables are preferred. All cables/wires must still allow the window and/or door they are run through to close and lock properly. Wires should be installed securely along the building (i.e. tucked into trim, etc.) to prevent damage to building or to cause public safety concerns.

USE RESTRICTIONS: The Satellite Dish must only be used to transmit/receive fixed wireless signals as defined in the OTARD rule within the FCC. This means that the Satellite Dish must only be used for television, telephone, and internet services. Lessor does not allow, external AM/FM radio antennas, amateur "HAM" radio (minus exclusions in 47 C.F.R. 97.15), Citizens Band "CB" radio and Digital Audio Radio Services "DARS") and other devices defined within OTARD anywhere within the Premises.

The building and surrounding area must be returned to the original condition after the installation of the Satellite Dish. The Lessor reserves the right to remove the Satellite Dish if it interferes with the communication of the buildings. Installation of the Satellite Dish should be performed by a certified, insured and bonded professional installer and Lessee agrees to pay for all installation costs.

The restrictions and considerations above are in compliance with OTARD and FCC regulations which prohibit actions that: 1) unreasonably delay or prevent installation, maintenance, or use; 2) unreasonably increase the cost of installation, maintenance or use; or 3) preclude reception of an acceptable quality signal.

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

I do not have a Satellite Dish. In the event I choose to get a satellite dish in the future, advance written approval must be given by the Lessor. If approved, I agree to sign a new Satellite Dish Addendum.

Dane County Dba Early Childhood Initiative Date

Fiduciary Real Estate Development, Inc.
Authorized Agent

William Bowden 12-21-18

Authorized Signature Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

1. 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):

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

2. Records and reports available to the Lessor (check one below):

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

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

3. Disclosure Documents and Information Pamphlet

Lessee(s) have received copies of all information listed above, if applicable

Lessee(s) have been sent via e-mail (if provided) the pamphlet *Protect Your Family from Lead in your Home*. The pamphlet can also be accessed by visiting the following link, or printed for you at the Leasing Office.

https://www.epa.gov/sites/production/files/2017-06/documents/pyf_cr_or_landscape_format_2017_508.pdf

Agent's Acknowledgement (Initial)

Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

THE UNDERSIGNED HAVE READ THE FOREGOING ADDENDUM AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS.

JOE PARISI, County Executive
(when applicable)

Guarantor(s):

SCOTT MCDONELL, County Clerk
(when applicable)

Date

Fiduciary Real Estate Development, LLC
Authorized Agent

William Bowden
Authorized Signature

12-21-18

Date

Lease generated on 10/25/2018

REQUIRED LIABILITY INSURANCE ADDENDUM

It is the goal of Fiduciary Real Estate Development, Inc. to provide a quality living environment for our residents. To help achieve this goal it is important we work together to minimize any personal liability in your apartment. That is why this addendum contains important information for you, as well as responsibility for both you and us.

Addendum. This addendum to the original lease contract for unit 16108 in the Fairways Apartments, LLC in Fitchburg, WI. The effective date of this addendum is 01/01/2019.

- Acknowledgement 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 to cover your own liability for injury, loss or damage you (or your occupant and guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand this addendum requires you to maintain a liability insurance policy which provides limits of liability to third parties in the amount not less than \$100,000 per occurrence. You understand and agree to maintain at all times during the Term of 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 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 from a carrier with an AM Best rating of A-VII or better, licensed in the state of 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 an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with an insurance 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 agreement.
- Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to conduct business in this state. You must provide us with a 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 as immediate, material and incurable 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.** This policy must be in effect for the entire lease term and any renewals or extensions. The policy shall list the following as additional insured: Fairways Apartments, LLC and Fiduciary Real Estate Development, Inc. A certificate of insurance or other satisfactory proof of coverage naming the required additional insured's must be submitted to the Landlord prior to move in.

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

Resident or Residents (all residents must sign here)

Lessee(s):

JOE PARISI, County Executive

SCOTT MCDONELL, County Clerk
(when applicable)

The undersigned hereby personally guarantees payment of any and all sums due or to become due to Lessor by Lessee(s) performance of all covenants and other obligations by Lessee under the terms and condition of Lease.

Date

Fiduciary Real Estate Development, Inc.
Authorized Agent

William A. Bowden
Authorized Signature

12-21-18

Date

WAIVER AND RELEASE OF LIABILITY FOR USE OF FITNESS CENTER

THIS IS A WAIVER AND RELEASE OF ALL LIABILITY AND HOLD HARMLESS AGREEMENT ("Agreement")
PLEASE READ THOROUGHLY BEFORE SIGNING

The undersigned, in consideration for being allowed to use the Fitness Center at Fairways Apartments, LLC, states and agrees as follows:

1. I have read and agree to comply with: (1) all Fitness Center Rules and Regulations, which have previously been provided to me; and (2) any and all rules and regulations adopted in the future pertaining to the use of the Fitness Center; and (3) all Fitness Center Rules posted in the Fitness Center and surrounding areas, this Agreement, and the resident handbook.
2. I shall solely be responsible for ensuring that myself, my occupants, and my guests abide by all Fitness Center Rules and Regulations and this Agreement
3. I acknowledge that the use of Fitness Center and the equipment contained within it may be dangerous and that injuries could result due to accident, negligence, or carelessness of myself or others. I knowingly accept and assume all known and unknown risks associated with the use of the Fitness Center.
4. To the best of my knowledge, my physical condition is adequate to allow for the safe participation and use of the Fitness Center and its equipment. No physician has advised me against participating in any physical activities. Should I be advised in the future that I am unable to, or restricted in my ability to, participate in physical activity I agree to stop using the Fitness Center.
5. I hereby waive and release Fairways Apartments, LLC and its owners and agents from any injuries, damages, or expenses that might arise directly or indirectly while using the Fitness Center.
6. For good and valuable consideration for myself, my occupants, and my guests, I agree to indemnify and hold harmless Fairways Apartments, LLC and its Board of Directors, owners, officers, agents, employees and assigns (collectively "Lessor"), from all current and future, foreseen and unforeseen actions, expenses, judgments, damages or claims of any kind, including attorney's fees that may arise from or in connections with use of the Fitness Center, including personal injuries, by or to me or my occupants or guests.
7. This Agreement is executed without reliance upon any promise, inducement, statement, or representation by the entity and/or person release or their representatives or attorneys
8. This Agreement shall bind me, my occupants, heirs, successors, or assigns.
9. I understand that the Fitness Center will not be supervised at any time.

I acknowledge that I have been afforded to opportunity to consult with legal counsel regarding the terms and conditions of this Agreement. I acknowledge that I have read the entire Agreement, that the terms of the Agreement are clear to me and that there are no other understandings or agreements other than those set forth above, and that I voluntarily consent to all of the Agreement's terms and provisions

I also understand that my occupants, guests, and I have the option of not using the Fitness Center. I understand that there are many alternative ways in which I can occupy my free time and it is my decision to use the Fitness Center with full knowledge and understanding that the signing of this waiver and release is a condition of use

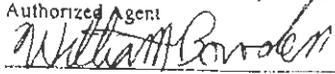
READ THIS WAIVER AND RELEASE OF LIABILITY FOR USE OF THE FITNESS CENTER CAREFULLY. ASK ANY QUESTIONS BEFORE SIGNING AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT AND BELIEVE IT IS FAIR AND REASONABLE TO AGREE TO ITS TERMS.

Lessee:

JOE PARISI, County Executive

Fiduciary Real Estate Development, Inc.

Authorized Agent


Authorized Signature

12-21-18

Date

SCOTT MCDONELL, County Clerk
(when applicable)

**WAIVER AND RELEASE OF LIABILITY FOR USE OF
SWIMMING POOL AND POOL AREA**

THIS IS A WAIVER AND RELEASE OF ALL LIABILITY AND HOLD HARMLESS AGREEMENT ("Agreement").
PLEASE READ THOROUGHLY BEFORE SIGNING

The undersigned, in consideration for being allowed to use the swimming pool and pool area at Fairways Apartments, LLC, states and agrees as follows:

1. I have read and agree to comply with: (1) all Pool Rules and Regulations, which have previously been provided to me, and (2) any and all rules and regulations adopted in the future pertaining to the use of the swimming pool and pool area; and (3) all Pool Rules posted in the pool area, this Agreement, and the resident handbook.
2. I shall solely be responsible for ensuring that myself, my occupants, and my guests abide by all Pool Rules and Regulations and this Agreement.
3. I acknowledge that the use of a swimming pool and the pool area may be dangerous and that injuries could result from accidents or the negligence or carelessness of myself, my occupants, and guests.
4. To the best of my knowledge, the physical condition of myself, my occupants, and my guests are adequate to allow for the safe participation in swimming activities. No physician has advised me, my occupants, or my guests against participating in any physical activities. Should I be advised in the future that I am unable to, or restricted in my ability to, participate in physical activity, I agree to stop swimming activities.
5. I hereby waive and release Fairways Apartments, LLC and its owners and agents from any injuries, damages, or expenses that might arise directly or indirectly while using the swimming pool or the pool area.
6. For good and valuable consideration for myself, my occupants, and my guests, I agree to indemnify and hold harmless Fairways Apartments, LLC and its Board of Directors, owners, officers, agents, employees and assigns (collectively "Lessor"), from all present and future, foreseen and unforeseen actions, expenses, judgments, damages or claims of any kind, including attorney's fees that may arise from or in connections with use of the swimming pool and pool area, including personal injuries, by or to me or my occupants or guests.
7. This Agreement is executed without reliance upon any promise, inducement, statement, or representation by the entity and/or person release or their representatives or attorneys.
8. This Agreement shall bind me, my occupants, heirs, successors, or assigns.

I acknowledge that I have been afforded to opportunity to consult with legal counsel regarding the terms and conditions of this Agreement. I acknowledge that I have read the entire Agreement, that the terms of the Agreement are clear to me and that there are no other understandings or agreements other than those set forth above, and that I voluntarily consent to all of the Agreement's terms and provisions.

I also understand that my occupants, guests, and I have the option of not using the swimming pool or pool area. I understand that there are many alternative ways in which I can occupy my free time and it is my decision to use the swimming pool and pool area with full knowledge and understanding that the signing of this waiver and release is a condition of use.

READ THIS WAIVER AND RELEASE OF LIABILITY FOR USE OF THE SWIMMING POOL AND POOL AREA CAREFULLY. ASK ANY QUESTIONS BEFORE SIGNING AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT AND BELIEVE IT IS FAIR AND REASONABLE TO AGREE TO ITS TERMS.

Lessee:

JOE PARISI, County Executive
(when applicable)

Fiduciary Real Estate Development, Inc.
Authorized Agent

William Bowden 12-21-18

Authorized Signature Date

SCOTT MCDONELL, County Clerk
(when applicable)