

Dane County Contract Cover Sheet

Dept./Division	Human Services / CYF
Vendor Name	FAIRWAYS APARTMENTS LLC, C/O WI MANAGEMENT COMPANY
Vendor MUNIS #	23116
Brief Contract Title/Description	RENEWAL OF LEASE ^{lease} WITH FAIRWAYS APARTMENTS FOR APARTMENT LOCATED AT 3301 LEOPOLD WAY APT 112, FITCHBURG WI. THIS IS FOR AN EARLY CHILDHOOD INITIATIVE PROGRAM, \$260.00/MONTH
Contract Term	1/1/2020 TO 12/31/2020
Total Contract Amount	\$3,120.

Contract # <small>Admin will assign</small>	13839
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input 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 type="checkbox"/> Resolution is required.	Res #	349
	<input type="checkbox"/> Addendum Form required.	Year	2019
<input type="checkbox"/> N/A			

Domestic Partner Does Domestic Partner Equal Benefits Requirement Apply? Yes No

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/15/19		
CA	Controller		11/15/19	
Coc	Purchasing	11/18/19	11/18/19	
NA	Corporation Counsel			See "i" below
DL	Risk Management	11/18/19	11/18/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	WISCONSIN MANAGEMENT COMPANY
Phone #	608-242-6391	Phone #	608-258-2080
Email	Larson.spring@countyofdane.com	Email	
Address	1202 Northport Drive, Madison WI 53704, GR FLR	Address	4801 TRADEWINDS PKWY, MADISON WI 53718


Human Services Only	a. Dane County Res. #	NA	Approvals	Initials	Date
	b. Budget/Personnel Required		g. Accountant	KC	10/31/19
	c. Program Manager Name	CHANCE	h. Supervisor	CA	11-7-19
	d. Current Contract Amount	\$	i. Corporation Counsel	DL	11-7-19
	e. Adjustment Amount	\$	j. To Provider		
	f. Revised Contract Amount	\$	k. From Provider		

Department Head Approval/Shawn Tessmann, Director

Shawn Tessmann

Certification: The attached contract is a:	
<input 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 checked="" type="checkbox"/>	Non-standard contract.

Contracts Exceeding \$100,000
Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		11-2-19
	Comments	

2019 RES-349

**AUTHORIZING LEASE AT LEOPOLD WAY #112 FOR
JOINING FORCES FOR FAMILIES PROGRAM - DCDHS- CYF DIVISION**

Dane County Department of Human Services provides localized services in communities identified as needing those services the most through the Joining Forces for Families Program (JFF). This program leases office space in a building owned by The Fairways and managed by Wisconsin Management Company, Inc., located at 3301 Leopold Way, #112, Fitchburg, Wisconsin. The current lease expires on December 31, 2019 and JFF intends to continue leasing this space for another year, through December 31, 2020.

The Fairways has agreed to continue leasing the 2 bedroom/office space unit at a discounted rental rate of \$260 per month. The total rate of the term period is \$3,120 which includes all utilities except electricity and telephone.

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

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



APARTMENT LEASE

1 This lease of the apartment identified below is entered into by and between the Landlord and Tenant (referred to in the
2 singular whether one or more) on the following terms and conditions:
3
PARTIES
4 Tenant(s): Joining Forces for Families, Dane County
5
6
7 Landlord: Fairways Apartments LLC 2301 Traceway Dr. Phone: 608-271-5955
8 Agent for maintenance, management, collection of rents, service of process: Wisconsin Management Company, Inc.
9 4801 Tradewinds Pkwy Madison, WI 53718 Phone: 608-258-2080 Fax: 608-258-2090
10
APARTMENT ADDRESS
11 Building Address: First day of lease term: January 01, 2020
12 3301 Leopold Way Apt. 112 (16- 112) Last day of lease term: December 31, 2020 at 12:00 Noon
13 Fitchburg, WI
TERMS
14 53713
RENT AND OTHER CHARGES
15
16

Description	Amount
Rent	\$ 260.00
Pet Fee	\$ 00.00

17
18 Total monthly amount due \$ 260.00
19 Payable at Wisconsin Management Company, Inc., 4801 Tradewinds Parkway, Madison, WI 53718 on or before the FIRST
20 day of each MONTH during the term of this lease. Five percent (5%) late fee will be charged on full rent amount for any
21 balance over \$50.00 after the first of each month. After the 10th, a charge of \$2.00 per day accrues, retroactive to the 1st,
22 until rent is received. (except in the City of Madison) Security deposit may not be used to cover the rent for ANY month.
23 Wisconsin Management does not accept post-dated or starter checks.
24 Attached addendum becomes a permanent, legal part of this lease.
DISCOUNTS AND PENALTIES
25
26
27
SPECIAL CONDITIONS
28 Please see Addendum attached.
29
30
UTILITIES
31 Utility charges, other than telephone, are included in rent, except: Residents responsible for Electric & A/C. Heat, Water,
32 Sewer & Trash are included in rent.
33
34 which Tenant shall pay promptly when due. Unless otherwise noted, Tenant must contact the utility company to put all
35 billing in the Tenant's name before move in. There is an additional \$25 charge per bill back of utilities to the
36 Tenant's account. If charges not included in the rent are separately metered, they shall be allocated on the basis of.
LIABILITY OF MULTIPLE TENANTS
37 All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this lease.
38
39
40
SECURITY DEPOSIT
41 Upon execution of this lease Tenant paid a security deposit in the amount of \$ 780.00 to be held by
42 OWNER . If Tenant has a pet, Tenant will also pay a pet deposit in the amount of \$0.00. The security deposit will be
43 refunded equally among all lease holders over the age of 18 at the end of the lease term less any cleaning charges,
44 maintenance charges, or any additional items listed on the Non-Standard Rental Provisions addendum.
45 If the person holding the security deposit is a licensed real estate broker, acting as agent, it shall be held in the broker's trust
46 account. The security deposit, less any amounts legally withheld, shall be mailed or delivered to the tenant as provided in
47 Wis. Stat. s. 704.28 (4). Tenant has 7 days after the beginning of the lease term to notify Landlord in writing of damages or
48 defects in the premises; no deduction from Tenant's security deposit shall be made for any damages or defects of which
49 notification is given. Landlord will give Tenant a written description of any physical damages charged to the previous tenant's
50 security deposit as soon as such description is available. (If none, so specify __NONE__.) (Strike paragraph if no security
51 deposit is paid.)
10ADDITIONAL
52 Landlord and tenant agree that lease also contains the terms, covenants and conditions printed on the reverse side, along
53 with all rules and regulations and/or addenda to lease contained in the attached document(s). Tenant specifically
54 acknowledges having had the opportunity to inspect a copy of the lease, the rules and regulations and/or the addenda to the
55 lease before tendering any money or signing any lease.
56
57 IN WITNESS WHEREOF, the parties have executed this lease on
58 **GUARANTEE**
59 In consideration of Landlord's agreement to this
60 lease, the undersigned guarantee(s) the payment of LANDLORD _____ (SEAL)
61 all amounts due under the lease and the performance of the covenants by Tenant. AGENT _____ (SEAL)
62 Dated _____ (SEAL) TENANT: _____ (SEAL)
63 _____ (SEAL) _____ (SEAL)
64 _____ (SEAL) _____ (SEAL)
65 _____ (SEAL) _____ (SEAL)
66 _____ (SEAL) _____ (SEAL)
67 _____ (SEAL) _____ (SEAL)
68 _____ (SEAL) _____ (SEAL)
69 _____ (SEAL) _____ (SEAL)
70 _____ (SEAL) _____ (SEAL)
71
VACATION OF PREMISES
72 Tenant agrees to vacate the premises at the end of the lease term or the extended lease term, and promptly deliver the keys
73 to the Landlord.
LANDLORD'S RIGHT TO ENTER
74 Landlord may enter the premises at reasonable times and with 24 hours advance notice, with or without Tenant's permission
75 to inspect the premises, make repairs, show the premises to prospective tenants or purchasers, or to comply with any
76 applicable law or regulation. Landlord may enter with less than 24 hours advance notice upon specific consent of Tenant. No
77 advance notice is required for entry in a health or safety emergency or where entry is necessary to preserve and protect the
78 premises from damage in Tenant's absence.
ABANDONMENT BY TENANT
79 If Tenant shall abandon the premises before the expiration of the lease term, Landlord shall make reasonable efforts to re-
80 lease premises and shall apply any rent received, less costs of re-leasing, to the rent due or to become due on this lease,
81 and Tenant shall remain liable for any deficiency. If Tenant is absent from the premises for three successive weeks without
82 notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned.
DISPOSAL OF
83 Unless otherwise agreed in writing, the Landlord will not store any items of personal property that the tenant leaves behind

TENANT'S PROPERTY 84 when the tenant removes from or is evicted from the premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for 7 days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the tenant abandons a titled vehicle, Landlord will give written notice of Landlord's intent to dispose of the property, before disposing of it, to tenant, and any secured party of which the Landlord has actual notice, by personal service, regular mail, or certified mail, at the last-known address.

TENANT OBLIGATIONS 89 During the lease term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:

USE 91 1. To use the premises for residential purposes only by Tenant.
92 2. Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are a part.
93
94 3. Not to use or keep in or about the premises anything that would adversely affect coverage of the premises or the building of which they are a part under a standard fire and extended insurance policy.
95
96 4. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building, which the premises are located.
97

PETS 98 5. Not to keep in or about the premises any pet unless specifically authorized as a special condition in this lease.

GOVT. REG. 99 6. To obey all lawful orders, rules and regulations of all governmental authorities.

MAINTENANCE 100 7. To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear expected.
101

IMPROVEMENTS 102 8. If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat Tenant shall be liable for this damage.
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104
105 9. Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following:
106 a. Paint upon, attach, exhibit or display in or about the premises any sign or placard.
107 b. Alter or redecorate the premises.
108 c. Drive nails, tacks, screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the premises.
109 d. Attach or affix anything to the exterior of the premises or the building in which it is located.

GUESTS 110 10. Not to permit any guest or invitee to reside in the premises without prior written consent of Landlord.

NEGLIGENCE 111 11. To be liable for all damages, acts of negligence, or breaches of this lease, caused by Tenant and Tenant's guests or invitees, unless it results from causes clearly beyond the tenant's control or natural disaster.
112

BREACH OF LEASE 113 If this lease is for a term of one year or less, should Tenant neglect or fail to perform and observe any of the terms of this lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased premises without limiting the liability of Tenant for rent due or to become due under this lease. If Tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises, and within one year of such previous breach, Tenant commits a similar breach, this lease maybe terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice.
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DAMAGE BY CASUALTY 121 If the premises are damaged by fire or other casualty to a degree that renders them untenable, Tenant may terminate lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the premises and if repairs are not made this lease shall terminate. If the premises are damaged to a degree which does not render them untenable Landlord shall repair them as soon as reasonably possible.
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RULES 126 Landlord shall make such reasonable rules governing the premises and the building, of which they are a part, as Landlord deems necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Landlord may make changes in the rules and shall give written notice of changes to Tenant at least 30 days before the new rules become effective. Tenant acknowledges receipt of the attached rules prior to execution of this lease. (Strike if not applicable.)
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DISCLOSURE OF CODE VIOLATIONS 131 The premises and the building of which they are a part are not currently cited for uncorrected building or housing code violations. (Strike if not applicable.)
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133
134
135

CONDITIONS AFFECTING HABITABILITY 136 The premises contain the following conditions adversely affecting habitability: None.
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138
139

PROMISES TO REPAIR 140 Landlord promises to repair, clean or improve the premises as follows by the completion dates noted: None. (Strike if not applicable.)
141
142
143

RULES FOR ASSIGNMENT 144 Tenant shall not assign this lease nor sublet the premises or any part thereof without prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this lease.
145
146

SECTION BELOW IS FOR SUBLETS ONLY

ASSIGNMENT, ACCEPTANCE AND CONSENT 147 Tenant hereby assigns all Tenant's right, title and interest in and to this lease to _____
148 and in consideration of the consent to the assignment by Landlord, Tenant guarantees the performance by said Assignee of all obligations of Tenant. In consideration of the above assignment and the written consent of Landlord, Assignee hereby assumes all obligations of Tenant in this lease.
149
150

SPECIAL ASSIGNMENT CONDITIONS 152 _____
153 _____

154 LANDLORD HEREBY CONSENTS TO THIS ASSIGNMENT AND ACCEPTANCE
155 IN WITNESS WHEREOF, the parties have executed this assignment and acceptance on: _____(date).

157 LANDLORD: _____ (SEAL)
158 ASSIGNEE: _____ TENANT: _____
159 _____(SEAL) _____(SEAL)
160 _____(SEAL) _____(SEAL)
161 _____(SEAL) _____(SEAL)
162 _____(SEAL) _____(SEAL)

Addendum to Lease Agreement #2

Tenant: Dane County dba Joining Forces for Families

Building address: 3301 Leopold Way, Apt. 112, Fitchburg, WI 53713

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

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

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

Landlord: *Bonda Mas*

Date: 11-05-19

Tenant: _____

Date: _____

ADDENDUM TO LEASE AGREEMENT

This ADDENDUM is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of this addendum could be considered a BREACH OF CONTRACT and grounds for legal action against TENANT.

1. Tenant agrees to the following conditions regarding PERSONAL CHECKS in the event that a check is returned to us by the bank for ANY reason:
 - a. Returned checks must be covered with a certified check or money order.
 - b. A \$35.00 bookkeeping fee will be assessed, to be paid at the time the check is covered.
 - c. If a check is returned after the rent due date specified in the lease, the rent payment will be considered delinquent so the rental discount for that month may not be applied. In addition, if rent check is covered after the 10th of the month, the \$2.00 per day late fee will apply (except in the City of Madison).
 - d. A second returned check will result in suspension of the privilege to pay rent by personal check. If Tenant continues to send personal checks after having been notified of the suspension of that privilege, Landlord can return the checks un-cashed and consider the account delinquent.
2. Tenant(s) should have renter's insurance to cover personal property and liability. Landlord is NOT responsible for theft of, or damage to, personal items of the tenant unless caused by the negligent acts or omissions of the Landlord. If tenant has waterbed, proof of insurance coverage is required.
3. Tenant is responsible for maintaining a state of cleanliness in and around the premises so as not to violate any City or State health or safety codes. Any fines assessed for violation of such codes must be paid by Tenant. Legal action by the Landlord may result from continued violations. Tenant will be held responsible for cleaning charges if notification of possible violations is not heeded.
4. Parking areas are provided for OPERABLE vehicles only (i.e., "in condition for safe and effective performance of the function for which it was designed" and "shall display current license plates"). These areas may not be used for storage of vehicles or car parts, or for maintenance/repairs of vehicles. Any offending vehicle will be ticketed and towed at the owner's expense. If parking is included in rent, it is understood as meaning ONE off-street space only. During the months of November through March, vehicles must be moved every 48 hours to facilitate snow plowing.
5. In order to ensure the return of entire Security Deposit at end of lease term, all RENT AND UTILITY BILLS must be paid in FULL (proof may be required), all KEYS must be returned, and premises must be CHECKED-OUT by Landlord and left in good condition. Appointments to CHECK-OUT should be made at least two weeks prior to the time tenant plans to vacate. Per WI statute 704.27, landlord reserves the right to recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. Any move out including a sublet requires Initial Tenant to receive a meter reading on any utilities that are separately metered at the time of move out. Otherwise, the Initial Tenant is responsible for utilities through the lease end date.
6. Tenant should pay all rent money to the office address of the Landlord. Any money paid to resident manager or maintenance personnel will NOT be considered payment in full until it is RECEIVED at our office. Cash is not accepted. Tenant should include full name and address on all rent payments.
7. Tenant agrees to the following conditions concerning a SUBLET, in the event that he/she chooses to sublet all or part of the premises during his/her lease term:
 - a. As stated in the Lease, Tenant must get Landlord approval PRIOR to sublet.
 - b. The responsibility and cost (i.e. advertising, showing costs, commissions etc.) of finding a sublettor belongs to the Tenant. Under no circumstances, unless required by law, shall Landlord have any obligations to find or assist Tenant in finding a sublettor. An application must be completed and prospective sublettor approved by Landlord. Tenant must follow appropriate check-out procedures.
 - c. Sublettor should pay a security deposit equal to one month's rent to Wisconsin Management Company, Inc. If this amount is less than amount due under original lease, the remainder will be retained from the original tenant's deposit. Wisconsin Management Company must have on account a total of, but not more than, one month's rent due under the original lease.
 - d. Both Tenant(s) and Sublettor must sign sublet portion of the lease in the presence of Landlord. Until this is done, the sublet is NOT legal.
 - e. If the sublet is partial, (i.e. subletting a room or part of a leased space) any resident(s) remaining on the lease MUST APPROVE, IN WRITING, of any sublettor(s).
 - f. Tenant will be charged a sublet fee equal to the costs associated with re-renting the unit. This is due and payable at the time the sublet is signed.
 - g. The apartment MUST be current with all payments (i.e. rent, utilities, late fees, etc.) BEFORE they attempt to sublet.
8. ANY person of legal age who resides in rental unit MUST be a signed party to lease. Tenant may NOT add new residents without PRIOR Landlord approval. If additional residents are approved, Landlord reserves the right to adjust the rental rate.
9. Tenant agrees to allow Landlord to enter premises for showing or inspections, providing Landlord gives twenty-four hour notice. It is understood that a request for maintenance by Tenant gives Landlord permission to enter the premises to complete repairs.
10. Tenant is required to maintain a REASONABLE noise level at all times of the day and night so as not to disturb or disrupt neighboring apartments or homes. Tenant is responsible for the conduct of any guests. Police summons or possible legal action could result from noise violations.
11. All exterior property areas shall be maintained in a clean and sanitary condition, free from debris, rubbish or garbage and physical hazards. All garbage/trash must be put in tightly sealed containers when placed outside for pickup. Permanent containers must be kept at rear of building. (See copy of trash ordinance). Any fines assessed for failure to comply with trash regulations are tenant's responsibility. Tenant is NEVER allowed to store personal items or trash in ANY common area (i.e., hallways, stairwells, basements, attics, etc.).
12. Tenant is not allowed to have any uncaged pet (i.e., dog, cat, etc.) unless otherwise specified in the lease. A pet deposit is required if permission for a pet is given. No pets may "visit" even for a short time.
13. Items which are the property of the building (i.e., furniture, screens or storms, carpet, etc.) may NOT be removed from the premises without PRIOR Landlord approval.
14. If laundry machines are provided, hours of use are 8:00 A.M. to 10:00 P.M. No personal machines are permitted without PRIOR Landlord approval.

15. Costs for any damage to apartment or building due to Tenant negligence, except for property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees (i.e., water damage resulting from unclosed windows or improper use of shower enclosures, carpet or floor stains or burns, frozen pipes from shutting off heat, etc.) may be charged to Tenant at professional rates for supplies and labor.
16. While Landlord does not expressly prohibit smoking within individual rental units, tenant understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, related cleaning, painting or other damages within the unit. This liability extends to whatever work becomes necessary was a result of smoking inside the unit.
17. Tenant is NOT allowed to charge building supplies or labor to Landlord without PRIOR approval. Tenant is NOT allowed to purchase any supplies or labor and expect to be reimbursed without PRIOR approval. Tenant is not allowed to purchase supplies or labor and deduct the cost from rent without PRIOR Landlord approval.
18. Due to local fire code, charcoal burners and other open-flame cooking devices should not be operated on combustible balconies or within 10 feet of combustible construction. LP-gas burners having an LP-gas container with water capacity greater than 2.5 pounds should not be located on combustible balconies or within 10 feet of combustible construction.
19. Fire regulations prohibit parking motorcycles, mini-bikes or other gasoline-driven vehicles on walkways, porches, patios, balconies, hallways, under stairways or in the apartment home. If these are parked on asphalt areas, a metal plate must be placed beneath the kickstand. No commercial trucks, boats, semi-trailers, house trailers or mobile homes are to be parked on the property.
20. If draperies or blinds are not provided, appropriate window coverings must be installed within two weeks after occupancy. These coverings should have white backing on the side visible from the outside.
21. From time to time, it is necessary for the building to be sprayed for pests. You will be sent ample notification with instructions for preparing your apartment for spraying. If there is a pest problem, it is necessary to spray the entire building to eradicate it so the cooperation of all residents is required. If your apartment is not ready and a respray is necessary, you will be charged for the extra labor and inconvenience.
22. Tenant(s) is responsible for removal of snow and ice from porches, steps, walks leading to and encompassing the property (unless another person is designated to do this task). Walks must be down to bare cement by noon of the day the storm stops and cleared to their full width. In cases where ice has formed on the public sidewalk and cannot be removed, sand and salt must be applied. Tenant is responsible for any fines assessed for failure to comply with City codes in this regard.
23. The resident(s) is/are responsible for separating the following items and placing them in appropriate plastic bags, keep materials separate-NO TRASH: Newspapers, glass containers, aluminum, cardboard/bags, tin cans, and plastic. Resident(s) is/are responsible for finding out what recycling method is used for their area. Trash shall be placed at the curb in enclosed containers (plastic garbage bags are acceptable) no sooner than twelve (12) hours before pickup. Any permanent containers shall be removed to the rear of the building, or to a designated area for such containers, within twenty-four (24) hours after pickup. Residents are responsible for finding out what the trash collection day is for the area in which they reside. Violations of these ordinances could result in fines of up to \$200.00 and or charges for litter clean-up.
24. Any furniture placed outside of dwelling on porches, patios or balconies must be appropriate outdoor furniture. No "indoor" furniture is allowed outside. No storage is allowed in common areas outside of buildings or on porches or balconies. (This includes trash). Tenant will be charged for removal of such items if warnings are not heeded. Hallways and common areas (basement, attic stairwells) are to be kept clean and neat.
25. In a 3 flat, the responsibilities are generally divided as follows: #1 does snow removal, #2 does yard pick up, #3 does building upkeep. In a 2 flat, everyone puts out their own trash, and alternately takes care of other responsibilities.
26. The security deposit, less any amounts legally withheld, shall be mailed or delivered to the tenant as provided in Wis. Stat. s. 704.28(4). Tenant should leave a FORWARDING ADDRESS at the time of CHECK-OUT. Your security deposit will be returned to you after you vacate, minus any rent, cleaning, painting, damage charges, and/or any other amounts due and owing pursuant to your lease documents and Nonstandard Rental Provisions. The cost of repainting and labor due to excessive wear, negligence or general abuse by resident, his family or guests, will be charged to the resident.

Please sign below, indicating that you have read the above addendum and agree to the conditions set forth within.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date

Ronda Wray 11-05-19
For Wisconsin Management Company, Inc Date

ADDITIONAL LEASE ADDENDUM

Crime-Free Housing Clause

Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in, facilitate, permit the dwelling to be used for criminal activity, including drug-related criminal activity, or engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property premises. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise. The provisions of this clause allow the Landlord to terminate the tenancy if a crime occurs on the premises, AND if Tenant could not reasonably have prevented or was a victim of the crime.

Notice of Domestic Abuse Protections

Per Section 106.50 of Wis. Statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault or stalking committed by either of the following:

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

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

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

If Resident has a restraining order or injunction against another lease holder, the subject of the restraining order or injunction should contact Management with a copy of the order to ensure enforcement.

Lock-Out Clause

Resident may NOT change locks without Landlord consent, any work must be done by Landlord at Tenant's expense and keys must be given to Landlord for emergency use. If you get locked out of your home please call our 24 hour emergency number, which is 284-HOME (4663). Wisconsin Management will then call a locksmith or send an On-Call Technician who will grant you access to your home. At that time, you will be required to show proof of residency through a photo ID or a bill with your current address on it. You will pay a designated locksmith at the time of entry or be billed for the On-Call Technician's time and mileage in addition to any materials, including new locks, keys, etc. On-Call Technician's time and mileage can vary depending on their location at the time of the service call and distance required to travel to your home.

If keys are lost, Wisconsin Management Company's policy is to change the locks however this is not always possible if the service call is after normal business hours and supplies are unavailable to the On-Call Technician. Therefore, a second trip to your home will be necessary to change the lock, which will result in further cost to you.

Community Rules

For the protection of all residents, playing, bike riding, etc. is not permitted on streets, sidewalks or parking areas. Riding of skateboards is not permitted on the property. Unattended articles are subject to confiscation by management. Parents are responsible for the conduct of their children at all times. State curfew requirements for children under the age of 18 will be enforced on the property. The use of b-b-guns, bows and arrows, slingshots or other weapons is strictly prohibited on the grounds.

Wisconsin Management Company, Inc. will not be responsible for safekeeping of packages or deliveries of any kind.

Mold Prevention Clause

To minimize the occurrence and growth of mold all Residents are required to remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floor, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence. Use exhaust fans in kitchen and bathroom when necessary. Keep climate and moisture in the Leased Premises at reasonable levels. Clean and dust the Leased Premises regularly, and keep the Leased Premises, particularly kitchen and bath, clean. Promptly notify management in writing of the presence of water leak, excessive moisture, or standing water inside the Leased Premises or any community common area.

Emergency Maintenance

Emergency maintenance is provided 24 hours a day. If you have a serious emergency after hours, please call (608) 258-2080 and we will respond to your call within the hour. An emergency is anything that would damage property or endanger lives, such as fire, gas leak, sewer back-up. All other requests will be filled during regular business hours. Emergency requests are defined as:

- | | |
|---|--|
| - Lock out after business hours | - Water Leak |
| - No heat (when temperature is below 55 degrees) | - Fire (call the fire department first) |
| - Refrigerator not cooling | - Smell of gas (call the gas company first) |
| - Clogged toilet (if you only have one) | - No electricity (call the electric company first) |
| - No A/C with a medical statement of need on file | - Window or door breakage |
| - Accidents resulting in personal injury or property damage | - No water |

Storage Units

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

Liability

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

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date

Ronda Wasy 11-05-19
For Wisconsin Management Company, Inc Date

NONSTANDARD RENTAL PROVISIONS

Tenant's Initials:

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

Tenant's Initials:

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

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

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

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

Repayment of promotional offers or rental incentives.

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

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

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

Unpaid parking rent and any applicable sales tax.

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

Tenant's Initials:

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

Tenant's Initials:

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

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

Resident Date Resident Date

Resident Date Resident Date

Resident Date Resident Date

Handwritten signature: Conda Wang, Date: 11-05-19, For Wisconsin Management Company, Inc

SMOKE DETECTOR REQUIREMENTS

Wis. Stats. 101.145 and Madison General Ordinance (MGO) 34.42 (3) Maintenance of Smoke Alarms, establishes the following requirements for property owners and tenants relative to the maintenance of smoke detectors:

1. The owner of any residential building shall:
 - a. Replace the battery for a secondary power supply in all smoke alarms each time the lease is renewed or once each year, whichever time period is shorter, or as recommended by the manufacturer.
 - b. Replace the batteries in any smoke alarm whenever the battery is insufficient or unable to power the smoke alarm.
 - c. Replace all non-operational, damaged or missing smoke alarms with smoke alarms meeting the requirements of MGO 34.42 (2)(a) – city of Madison only
 - d. Provide all tenants with the manufacturer's maintenance and testing instructions.
 - e. Upon each new lease and at least once every 12 months for every continuing tenant, provide tenants with fire safety educational materials as prescribed by the Fire Chief. Materials are available at www.madisonfire.org, city of Madison only.
 - f. Upon each new lease and once every 12 months for every continuing tenant, complete and sign this document as prescribed in MGO 32.06(4).
 - g. Maintain and test smoke alarms in the common areas.
2. The tenant shall be responsible for:
 - a. Maintaining and testing, in accordance with the manufacturer's instructions, smoke alarms that are within the dwelling unit during the term of the tenancy.
 - b. Notifying the owner in writing if a smoke alarm becomes inoperable. The owner shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s). Any smoke alarms which are powered with standard batteries which are found to be inoperable shall be replaced by the owner with smoke alarms meeting the requirements of MGO 34.42 (2)(a).
 - c. Completing and signing this document as prescribed in MGO 32.06(4).
3. No person, including tenants or occupants, shall tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable (MGO 34.26).
4. Where smoke alarms powered solely by commercial light and power have been installed and maintained in accordance with this chapter, such smoke alarms shall continue to be used and maintained in accordance with the manufacturer's instructions.
5. No smoke alarms may remain in service for more than ten years unless the manufacturer specifies a different service life.

ANY PERSON WHO VIOLATES ANY PROVISION OF SEC. 34.26 SHALL BE SUBJECT TO MAXIMUM FORFEITURE OF \$172 FOR THE FIRST VIOLATION.

NO DWELLING UNIT OR PREMISES MAY BE OCCUPIED, USED, OR RENTED WHICH DOES NOT COMPLY WITH THIS ORDINANCE.

TENANT

By signing this I state that I have read this document and understand:

1. That the required alarms are installed and operating in accordance with this section.
2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
3. My responsibilities for the maintenance and testing of smoke alarms as outlined in MGO 34.42.
4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date

OWNER

By signing this I state that I have read this document and understand:

1. That the required alarms are installed and operating in accordance with this section.
2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
3. My responsibilities for the maintenance and testing of smoke alarms as outlined in MGO 34.42.
4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

Ronda Wasy 11-05-19

 For Wisconsin Management Company, Inc Date

Questions concerning placement and maintenance of smoke detectors should be directed to the Fire Prevention Unit of the Madison Fire Department at (608) 266-4484 or your local fire department.

SMOKE DETECTORS SAVE LIVES!

RENT CONCESSION ADDENDUM

This agreement is made and entered into between Wisconsin Management Company, Inc. and:

This is a written and legal acknowledgement of the special known as

This concession is offered for the initial lease term of October 01, 2019 to October 31, 2020 and will not apply to any subsequent renewal offers unless explicitly stated in writing.

I, the undersigned, by signing, do acknowledge that I am receiving the above mentioned special. I understand that this special is contingent upon a full lease agreement and full performance on my/our part. If I/we do not fulfill my/our agreement, I do understand that this amount, (paid by Wisconsin Management Company, Inc.) known as noted above, is and will be owed and collectible at the time of vacating or other breach of this lease.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date

Ronda Wase 11.05.19
 For Wisconsin Management Company, Inc Date

Lead Paint Disclosure - Housing Rentals & Leases
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

LANDLORD'S DISCLOSURE (Initial)

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

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

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

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

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

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

TENANT'S ACKNOWLEDGMENT (Initial)

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

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

AGENT'S ACKNOWLEDGMENT (Initial)

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

CERTIFICATION OF ACCURACY

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

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date

Ronda Hasep 11.05.19
For Wisconsin Management Company, Inc Date

FITNESS CENTER ADDENDUM

In order to maintain the safety and enjoyment of our community, it is necessary to insist on compliance with the following rules.

Fitness Center Regulations

- Residents and/or guests must be at least 18 years of age to use the Fitness Center
- Children under 18 must be accompanied by a parent at all times
- Guests will be limited to one per Resident
- Management has the right to remove any person(s) acting in a disruptive, disorderly or unsafe manner

Violations of the rules and regulations listed above will result in a fine of not less than \$25 assessed to the resident's account and there will be no exceptions to these rules. Excessive or continued violation can result in further action up to eviction.

Waiver

Wisconsin Management Company, Inc. makes the Fitness Center and the equipment installed in the Fitness Center available for use by the Residents and their guests (limit one per Resident). This apartment complex does not require physical or medical qualifications for individuals utilizing the Fitness Center, therefore individuals utilizing the Fitness Center do so at their own risk.

The undersigned hereby acknowledge that his or her use of the Fitness Center is at his or her own risk and agrees not to seek any claim or recovery against the property owners, Wisconsin Management Company, Inc., its affiliates, partners, employees or representatives for any injury or adverse condition that may result to the undersigned as a result of his or her use of the Fitness Center or the equipment located there, unless the injury of adverse condition is caused by the negligent act or omission of the Landlord.

_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date

Ronda Nass 11-05-19
 For Wisconsin Management Company, Inc Date

Pool Rules

Resident name(s):

The above named residents agree to the following rules. Any violation of these rules may result in residents being banned from using the pool area.

1. Use of the pool is for residents only. Guests, including children, must be checked in at the Office. Residents are required to accompany their guests when utilizing the pool facility.
2. Unauthorized guests are not to use the pool. Please contact the Office if you suspect unauthorized people are in the pool area.
3. Do not enter the pool if you have a communicable disease or an open cut.
4. Shower before entering the pool and after use of toilet facilities.
5. Life preserver ring may be used in case of emergency only. Other pool equipment may not be used by residents.
6. Pets are not allowed in the pool area.
7. Proper swimming attire must be worn at all times.
8. Do not bring food, drink, gum or tobacco into the pool area.
9. Glass and items that may shatter if dropped are prohibited in the pool area.
10. Pool hours are from 10 a.m. to 10 p.m.
11. Adult swim time is from 6 p.m. to 10 p.m. No children under 14 are permitted in the pool during those hours.
12. If you are using the pool to swim laps, attach the divider rope back to the walls of the pool after use. The divider rope should be attached to the walls of the pool at all other times.
13. Anyone 16 years of age and under must be accompanied by an adult at all times in the pool area.
14. Non-toilet trained children are required to wear swim diapers.
15. Diaper changing on the pool deck is prohibited.
16. Do not engage in rough play in the pool area. At no time are footballs, basketballs or any other kind of object that gets thrown permitted in the pool area.
17. Any disturbance in the pool area will not be permitted. This includes running, pushing, excessive noise, the use of abusive or foul language, or any other activity that does not allow for the peaceful enjoyment of others.
18. Management agrees to provide one pool key per apartment. Resident agrees to not sell, lend, loan, copy or otherwise distribute pool key. If lost, Resident will be charged \$20 per replacement key.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date

Ronda Nass 11-05-19
 For Wisconsin Management Company, Inc Date

PARKING ADDENDUM

Tenant(s): Dane County DbA Early Childhood Initiative

The undersigned agree that this Addendum is incorporated in and made a part of the Lease Agreement between Wisconsin Management Company, Inc. and Tenant(s).

Effective Date: 10/01/2020 End Date: 12/31/2020
Pro-Rated amount due: \$0

Tenant(s) agrees to pay to Landlord the monthly sum of \$0 for 1 off street parking space, as designated as #XXX. Said premises are to be used exclusively for the parking of Tenant's automobile, and for no other purpose.

Resident	Year	Make	Model	License Plate #	Color	Parking Stall #	Parking Permit #

The parties hereto, for themselves, their heirs, distributors, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. Payment is due on the first of every month with regular rent and is subject to applicable late fees.
2. Landlord or Landlord's agents will not be liable for, and the lease shall not be construed to provide liability for any death, injury, loss, damage to person or property, resulting from the use, rental or access to the premises. Tenant agrees to indemnify and hold harmless Landlord and Landlord's agents from any such liability asserted by any other entity or person.
3. If the premises shall be partially damaged by fire or other cause without the fault or neglect damage, it may or may not be repaired by Landlord at Landlord's discretion. Payments by Tenant will be abated until premises are repaired. If the Landlord should decide not to repair premises Landlord will give Tenant notice within 90 days after fire or other cause of Landlord's decision to not repair.
4. Upon the expiration or other termination of this agreement, Tenant will quit and surrender to Landlord the premises and all areas and facilities used by Tenant in good order and condition. Tenant will remove all property of Tenant. Should Tenant fail to surrender, the payment will continue at double the above charge until Tenant does surrender. Tenant agrees to reimburse Landlord for any damages or cleaning expenses incurred by Landlord for Tenant's failure to clean and repair the premises and return to Landlord in good condition (normal wear and tear excepted).
5. Should Tenant lose the parking identification or remote given to Tenant by Landlord and Landlord must replace said identification/remote, Tenant agrees to pay to Landlord the replacement cost.
6. Failure to perform any of the above conditions, including, but not limited to payment of rent will be a default under th Lease referenced above.

Resident Date

Resident Date

Resident Date

Resident Date

Ronda Was... 11-05-19
For Wisconsin Management Company, Inc. Date