

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES		Contract/Addendum #: 13244			
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	Addendum		
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number			
3. Term of Contract or Addendum: 10-1-17 to 9-30-18		<input type="checkbox"/>	POS	<input type="checkbox"/>	
4. Amount of Contract or Addendum: 10,500		<input type="checkbox"/>	Grant	<input type="checkbox"/>	
5. Purpose: NA – Not required when Human Services signs.		<input type="checkbox"/>	Co Lease	<input type="checkbox"/>	
		<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	
		<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	
		<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	
		<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	
		<input type="checkbox"/>	Other	<input type="checkbox"/>	
		Lease			
6. Vendor or Funding Source: Clamar Apartments					
7. MUNIS Vendor Code: new vendor w/ request 28015					
8. Bid/RFP Number:					
9. Requisition Number:					
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No					
11. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
12. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____					
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. 307 in process If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____					
15. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Director's Approval: Synn Green					
Human Services Only	a. Dane County Res. #		Approvals	Initials	Date
	b. HSD Res. ID#		g. Accountant	EC	10-19-17
	c. Program Manager Name	Chance	h. Supervisor	MS	10/23/17
	d. Current Contract Amount		i. To Provider		
	e. Adjustment Amount		j. From Provider		
	f. Revised Contract Amount		k. Corporation Counsel	JA	10-24-17
Contract Review/Approvals			Vendor		
Initials	Fnt	Date In	Date Out	Vendor Name/Address	
MG Received		11/9/17		Contact Person Phone No. E-mail Address	
AS Controller			11/14/17		
N/A Corporation Counsel		See "k" above			
SL Risk Management		11/14/17	11/14/17		
CAE Purchasing		11/16/17	11/16/17		
County Executive					

Footnotes: **BAF 17147**


Return to: Name/Title: Spring Larson, CCA Phone: 608-242-6391 E-mail Address: Larson.spring@countyofdane.com	Dept.: Human Services Mail Address: 1202 Northport Drive
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 10-24-17

Signed: 

Telephone Number 242-6469

Print Name: Lynn Green

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 10-24-17

Signature: 

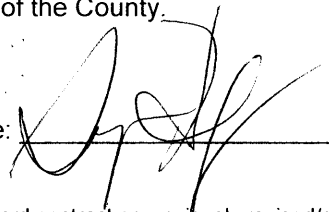
2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 10-24-17

Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

LEASE AGREEMENT

WE SUBSCRIBE TO ALL FEDERAL, STATE & LOCAL FAIR HOUSING LAWS

This lease shall be governed by, and construed in accordance with, the laws of the state of Wisconsin. Any lawsuit, and venue for any cause of action arising from or relating to this lease or this tenancy, shall be brought only in Dane County, Wisconsin.

TENANTS: Dane County Dept of Human Services CORPORATION COUNSEL
27+ 10-12-17

LANDLORD: CLARMAR APTS LLC
Address: 1130 ALRITA CT #5
Phone #: 608-286-1231
AGENT (Maintenance): same
Address: /
Phone #: _____

AGENT (Collection of Rent): same
Address: /
Phone #: _____
AGENT (Service of Process): as needed
Address: _____
Phone #: _____

PREMISES

The undersigned hereby agrees to rent apartment 60 (unit number) located at (street address, city, state, zip) 1123 W. Badger Rd Madison, WI 53713 Lease Term: ONE YEAR First Day of Term: 10/1/17
Last Day of Term: 9/30/18. This agreement is only for the stated term and is not automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

RENT

Rent Amount \$ 875
Pet Fee \$ -
Parking Fee \$ -
Other Fee \$ - (explanation) _____

TOTAL DUE \$ 875 per month due on or before the 1st day of each month. Rent checks shall be made payable to (Landlord) (Landlord's Agent) [~~STRIKE ONE~~] and mailed or delivered to the (Landlord) (Landlord's Agent) [~~STRIKE ONE~~]. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

UTILITIES

Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Trash
Included In Rent		✓	✓	✓	✓
Separately Metered	✓				
Cost Allocation*					

*See Special Conditions

SECURITY DEPOSIT

Upon execution of this Agreement, Tenant(s) agree(s) to pay a security deposit in the amount of \$ 200.00. The deposit, less any amounts legally withheld, shall be mailed or delivered to the tenant as provided in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address.

DOMESTIC VIOLENCE SPECIAL CONDITIONS

NOTICE OF DOMESTIC ABUSE PROTECTIONS (1) As provided in section 106.50 (5m) (dm) of the Wisconsin 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, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
(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.
(2) 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.
(3) 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.

SPECIAL CONDITIONS

Special Conditions: late rent fee \$30

Landlord may enter the Premises occupied by the Tenant, at reasonable times with 12 hours advance notice to show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter the premises occupied by the Tenant, at reasonable times with 24 hours advance notice to inspect the Premises or make repairs, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

DISPOSAL OF PERSONAL PROPERTY AND ABANDONMENT

Unless otherwise agreed to in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the tenant removes 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 abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by the Landlord, and less any net rent received by Landlord in renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that the Tenant has removed from the Premises and proceed to re-rent the Premises.

TENANT RULES & OBLIGATIONS

During the lease term, as a condition of Tenant's continuing right to use and occupy Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

1. ~~To use the Premises for residential purposes only by Tenant(s) named in this lease.~~ *WJ*
2. To not 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.
3. To not 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 an insurance policy.
4. To not make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To not permit in or about the Premises any pets unless specifically authorized by the Landlord in writing.
6. To obey all lawful orders, rules, and regulations of all governmental authorities and if a condominium, any association with authority over the Premises.
7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages 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.
9. Unless a Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
 - a. Paint upon, attach, exhibit, or display on or about the Premises, any sign or placard.
 - b. Alter or redecorate the Premises.
 - c. Drive nails, tacks, and screws or apply fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
 - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
10. To not permit any guests or invitees to reside in the Premises without prior written consent of the Landlord.
11. To be responsible for all breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.
12. To not assign this Agreement nor sublet the Premises or any part thereof without prior written consent from the Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant or Tenant's liability under this Agreement.
13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.
14. Pursuant to MGO 23.05, smoking is prohibited in the common areas of the building including, but not limited to, lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this agreement.

CODE VIOLATIONS

The Premises and the building of which they are a part are not currently cited for uncorrected building or housing code violations unless a copy of such notices of uncorrected code violations are attached to this Agreement. The Premises do not contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67° in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

SEVERABILITY

The provisions of this Lease Agreement are severable. If any provision is rendered void or unenforceable, the invalidity or unenforceability of that provision does not affect other provisions of this Lease Agreement that can be given effect without the invalid or void provision, except as provided in Wis. Stat. § 704.44.

If checked, the following documents are incorporated in the lease:

ATTACHMENT	Check	ATTACHMENT	Check
Nonstandard Rental Provisions	✓	Code Violations No-SMOKING POLICY ADDENDUM	✓
Rules and Regulations	✓	Satellite Dish Addendum	✓
Guarantee/Renewal/Sublease	N/A	Smoke Alarm Addendum & Requirements	✓
Anti-Drug Rules	✓	Pet Addendum	N/A
Lead-Based Paint Disclosure & Pamphlet	✓	Information Check-In Sheet/Check-Out Sheet	<i>insert</i>
Carbon Monoxide Detector Addendum	✓	Other: OPEN FLAME ADDENDUM	✓
		MOLD PREVENTION ADDENDUM	✓

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on 10/21/17

Landlord: *Michelle Jolly*

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

NOTICE: You may obtain information about the sex offender registry and persons registered with the registry by contacting the WISCONSIN'S DEPARTMENT OF CORRECTIONS at <http://offender.doc.state.wi.us/public/> or at 1-877-234-0085.

LEASE ADDENDUM
RULES AND REGULATIONS

1. Landlord agrees to have apartment in thoroughly clean condition at the time of move-in. If it is not, **resident shall notify landlord** and the apartment will be cleaned within five days.
2. Tenant acknowledges receipt of check-in form. Tenant agrees to accept said dwelling, all furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any **objections are delivered to the owner/agent within seven (7) days after tenant takes possession.** Further, resident agrees that failure to file a condition of unit statement becomes conclusive **proof that there were no additional defects** of note in the unit. Resident agrees not to permit deterioration of any part of the premises during the period of this Agreement. Resident specifically agrees that he/she will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, or damage to screens. **Tenant is not allowed to use anchors, large screws or large nails in the walls to hang items, especially wall mounted TVs.**
3. Resident agrees to have apartment in thoroughly clean condition **at time of move-out.** Failure by resident to leave apartment in thoroughly clean condition will prevent prompt check-out by landlord and consequent delay or forfeiture of security deposit. If, on vacating, keys are not returned for the apartment and/or mailbox, the locks may be re-keyed or replaced at resident's expense. A list of potential charges is available upon request.
4. Any person of legal age who resides on premises for a period longer than two (2) weeks must be a signed party to the lease and authorized by the landlord in writing. Landlord reserves the right to limit the number of persons living in the unit. There will be a \$100 fee for any unauthorized person.
5. Any furniture placed outside the dwelling, on porches, patio or balconies, must be **appropriate outdoor furniture.**
6. Resident is not allowed to have any pets on the premises at any time without landlord's prior written consent or a written pet agreement between the resident and landlord. Each unauthorized pet on the premises for any amount of time shall cause the rent to increase by \$50.00 per month.
7. All interior and exterior areas shall be kept clean and free from debris, rubbish, garbage, and physical hazards. Nothing may be stored by the resident in any common areas. Items left in these areas will be considered abandoned and may be removed and disposed of by the landlord without liability and without notice.
8. Trash and recyclable items pickup day is Monday morning at 7:00am, except holidays in which case it will be Tuesday that week. All large trash items shall be placed at the curb no sooner than 12 hours before assigned pickup. All trash and recyclable items shall be recycled in accordance with the information provided at beginning of tenancy. Resident may also place trash and recyclable items in the appropriate bins located around the apartment complex at any time.
9. Parking areas are reserved for authorized vehicles only. They may not be used unless a parking contract has been entered into by the resident and landlord. No inoperable vehicles or vehicles without valid license plates may be parked in the lot(s). Residents are not allowed to repair vehicles on the premises. Vehicles in violation may be fined and/or towed at the owner's expense and landlord shall not be held liable for any damages to violating vehicles or their contents. No recreational vehicles, trailers, snowmobiles or boats may be parked in the lot(s). **No vehicles may be driven or parked on unpaved areas at any time,** including move-in and move-out. Lawn damage and repairs may be billed to residents in violation of this rule.

10. It is ~~recommended~~ ^{required} that residents have ~~renter's insurance~~ ^{property damage}. Landlord is not responsible for any theft, damage or loss of tenant's property unless caused by the landlord's gross negligence. Storage lockers, if provided, are not part of the leased premises and are used solely at the resident's own risk. We recommend that all items that could be damaged by water be kept off floor. No water beds are allowed unless resident submits proof of renter's insurance. M.J.

11. Residents shall allow landlord access to the unit when served with the notice required by law. Resident authorizes unannounced access for emergencies. It is further agreed and understood that a request by the resident for maintenance gives the landlord and/or his authorized agents permission to enter the premises and complete the repairs at reasonable times for three days following such a request. Resident agrees to **inform landlord of all needed maintenance and/or hazardous or potentially hazardous conditions** which develop on or near the premises.

12. **Resident's obligations** according to state statutes are as follows:

A. Take affirmative action to insure that nothing is done which might place the owner/agent in violation of applicable building, housing, and health codes. Any fines resulting from violation of same will be paid by resident.

B. Keep dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppage and/or leakage of plumbing fixtures, faucets, pipes, etc.

C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable and safe manner.

D. Assure that property belonging to owner/agent is safeguarded against damage, destruction, loss, removal, or theft.

E. Conduct himself, his family, friends, guests, in a manner which will not disturb others.

F. Residents and/or resident's guests shall not, in the leased unit, hallways, parking lots, storage lockers, basements, boiler room, all exterior areas of the building, and all other common and/or public areas of the building engage in or permit any drug related criminal activity or engage in or permit any criminal activity or other activity that endangers the health or safety of other residents. Tenant agrees that any violation of these terms constitutes a material violation of the lease and good cause for termination of tenancy.

13. If landlord provides heat, no windows or doors shall remain open during the time of year when the building is heated. It is the responsibility of resident to establish service in his/her own name for electricity. If this is not done, the amount unpaid will be billed back to resident and must be paid immediately.

14. Residents requesting a Homestead Credit Certificate must submit it to landlord, completed before April 1 of year filing taxes.

15. Residents and their guest are not allowed to loiter or play in the halls, stairways, basements or parking lots. Bicycles or play equipment may not be ridden, used or stored in halls, stairways or basements outside of storage lockers.

I have read and fully agree to all these conditions regarding my lease at 1125 W. Dodge Rd #6, dated from 10/1/17 to 9/30/18.

JOE PARISI, County Executive
(when applicable)

date _____ Lessor: Michelle Joy date 10/2/17

date _____ Co-Signer: _____ date _____

date _____ Co-Signer: _____ date _____

SCOTT MCDONELL, County Clerk
(when applicable)



CLARMAR APARTMENTS

1130 Alrita Court #5

Madison, WI 53713

608.286.1231

clarmarapartments@yahoo.com



No-Smoking Policy Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord. This lease addendum states the following terms, conditions and rules which are hereby incorporated into the lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

2. Definitions:

Smoking. The term "smoking" means the use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product. Smoking also includes use of an electronic cigarette.

Electronic Cigarette. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

3. No-Smoking Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places on the grounds of the apartment complex.

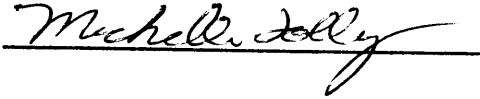
6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are third-party beneficiaries of Tenant's no-smoking lease addendum with Landlord. (*In layman's terms, this means that Tenant's commitments in this lease addendum are made to the other Tenants as well as to Landlord.*) A Tenant may bring legal action against another Tenant related to the no-smoking lease addendum, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking lease addendum shall not create a presumption that the Landlord breached this no-smoking lease addendum.

7. Effect of Breach and Right to Terminate Lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce the no-smoking policy. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the Lease.

9. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the no-smoking Policy. As current tenants move out, or enter into new leases, the no-smoking policy will become effective for their unit or under the new lease.

LANDLORD



TENANT

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

Resources:

Clear Gains: Wisconsin's Smoke-Free Housing Initiative
www.wismokefreehousing.com

Public Health Law Center – Housing
www.publichealthlawcenter.org/topics/tobacco-control/smoking-regulation/housing



City of Madison Fire Department

30 West Mifflin Street, 8th & 9th Floors, Madison, WI 53703-2579

Phone: 608-266-4420 • Fax: 608-267-1100 • Email: fire@cityofmadison.com

SMOKE ALARM REQUIREMENTS FOR OWNERS & TENANTS



Madison General Ordinance (MGO) 34.907 (3) Maintenance of Smoke Alarms establishes the following requirements for property owners and tenants relative to the maintenance of smoke alarms:

1) The owner of any residential building shall:

- a) Install a smoke alarm with two (2) independent power sources consisting of a primary source that uses commercial light and power and a secondary source that consists of a non-rechargeable or rechargeable battery, **OR**
- b) Install a smoke alarm which is powered by a non-replaceable, non-removable battery that is capable of powering the smoke alarm for a minimum of ten years.
- c) 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.
- d) Replace non-operational, damaged, or missing smoke alarms with smoke alarms meeting the requirements of MGO 34.907 (2)(a).
- e) Provide all tenants with the manufacturer's maintenance and testing instructions.
- f) 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.
- g) Upon each new lease and once every 12 months for every continuing tenant, complete and sign this document as prescribed in MGO 32.907(4).

1) 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 34.907 (2)(a).
 - c) Completing and signing this document as prescribed in MGO 32.06(4).
- 2) No person, including tenants or occupants, shall tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable – MGO 34.907(3)(e).
 - 3) 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.
 - 4) No smoke alarm 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. 34.907 SHALL BE SUBJECT TO MAXIMUM FORFEITURE OF \$172 FOR THE FIRST VIOLATION AS SPECIFIED IN SEC. 34.01(14)

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.

5. I have received "Tenant Fire Safety" info sheet & manufacturer's test information.

Tenant Name: JOE PARISI, County Executive
(when applicable) Address: _____
Signature: _____ Date: _____
SCOTT MCDONELL, County Clerk
(when applicable)

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 installation 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.

Owner Name: CLARMAR APTS Address: 1130 AURITA CT #5
Signature: Michael Kelly Date: 10/2/17

Questions concerning placement and maintenance of smoke alarms should be directed to the Fire Prevention Unit of the Madison Fire Department at (608) 266-4484.

SMOKE ALARMS SAVE LIVES!



City of Madison Fire Department

Tenant Fire Safety

The smoke alarms in your apartment are there for your protection.
NEVER tamper with them or remove them.
Report to the building owner or manager immediately any doors, lighting, smoke detectors or fire extinguishers that are missing or not working properly.

1. **In Case of Fire:** Call 911 immediately and get everyone out.

Cooking Fires:

1. Unattended cooking is the #1 cause of residential fires. Stay in the kitchen and keep an eye on your stove. Wear short or close-fitting sleeves and turn pan handles inward to prevent spills and burns.
2. Keep cooking surfaces clean to prevent food and grease build-up.
3. If the alarm goes off from cooking, open a door or window. Do not attempt to disable the smoke alarm.
4. If the fire is still confined to a pan, slide a tight-fitting lid over flames to smother a grease or oil fire. Then turn off the stove and leave the lid on until the pan cools. Do NOT attempt to move something that is on fire.
5. Some small fires may be smothered with baking soda. Never use water or flour on cooking fires.
6. For oven fires, shut the oven door and turn off the stove to smother.
7. If the fire is spreading beyond the container OR if you have ANY doubts about containing the fire, leave the building immediately and call 911.

Evacuation:

1. Develop and practice a fire escape plan with roommates/family and know at least two ways out of each room.
2. Select a safe meeting place outside and away from your building. Make sure everyone knows where it is and that they should go there once they have evacuated the building.
3. At a party, nightclub or large-scale event, know two ways out in case of an emergency.
4. Doors to basements, laundry and furnace rooms are "fire doors" that must be closed at all times (never propped open). These doors are meant to inhibit the spread of smoke and fire. Keeping them closed during a fire saves lives and property.

Fire Extinguishers

1. If the fire is not spreading AND you are familiar with the proper use of fire extinguishers, you may then attempt to extinguish the fire. Know both your limits and the fire extinguisher's limits.
2. Be familiar with use BEFORE fire starts. Remember **PASS**...Pull the pin, Aim low at base of the fire, Squeeze lever to discharge, Sweep nozzle from side to side.
3. **ALWAYS** keep your back to an unobstructed exit that is free from fire.

Grilling

1. Local fire ordinances prohibit open-flame cooking devices from being used on combustible balconies (charcoal, wood, LP, etc).
2. ANYTHING with an open flame must be at least 10 feet from the building. Grills that are powered by the small LP cylinders (2.5 lb water capacity), are allowed to be stored on combustible balconies or within the 10 ft limit, but cannot be used there.
3. Make sure the coals are completely cooled down with water before disposing of them (coals may stay hot for up to 48 hours after use).
4. Make sure all ashes are contained in a non-combustible container.

Candles & Smoking Materials

1. Make sure candles are in a sturdy holder and kept at least 3 feet from anything flammable.
2. **ALWAYS BLOW OUT** candles before leaving apartment or going to sleep
3. **Improperly discarded smoking materials are the leading cause of fatal fires – make sure smoking materials are fully extinguished by dousing them in water and disposing of them in a non-combustible container.**

Final Notes

1. An estimated 40% of fatal fires involve the use of alcohol by victims, their family members, or friends.
2. Leave hallways clear of clutter (garbage bags, bicycles, etc.) In the event of a fire, the hallway may be your path to safety.
3. After move-in, tour hallways, basement and common areas to locate exits (doors & windows). Know where fire extinguishers are, and which fire doors should be kept closed.
4. Inside your apartment, locate smoke and carbon monoxide detectors. Make sure they are working. Report any malfunctions to the building owner or manager.

For more information, visit: www.madisonfire.org

WEEKLY TESTING

⚠ WARNING!

NEVER use an open flame of any kind to test this unit. You might accidentally damage or set fire to the unit or to your home. The built-in test switch accurately tests the unit's operation as required by Underwriters Laboratories, Inc. (UL). If you choose to use an aerosol smoke product to test the Smoke Alarm, be certain to use one that has been Listed to Underwriters Laboratories, Inc. Safety Standards, and use it only as directed. Use of non-UL Listed products or improper use of UL Listed products may affect the Smoke Alarm's sensitivity.

It is important to test this unit every week to make sure it is working properly. Using the test button is the recommended way to test this Smoke Alarm. Press and hold the test button on the cover of the unit until the alarm sounds (the unit may continue to alarm for a few seconds after you release the button). If it does not alarm, make sure the unit is receiving power and test it again. If it still does not alarm, replace it immediately. During testing you will hear a repeating horn pattern: 3 beeps, pause, 3 beeps, pause.

IF THIS SMOKE ALARM SOUNDS RESPONDING TO AN ALARM

During an alarm, you will hear a loud, repeating horn pattern: 3 beeps, pause, 3 beeps, pause.

⚠ WARNING!

- If the unit alarms and you are not testing the unit, it is warning you of a potentially dangerous situation that requires your immediate attention. NEVER ignore any alarm. Ignoring the alarm may result in injury or death.
- Never remove the batteries from a battery operated Smoke Alarm to stop an unwanted alarm (caused by cooking smoke, etc.). Removing batteries disables the alarm so it cannot sense smoke, and removes your protection. Instead open a window or fan the smoke away from the unit. The alarm will reset automatically.
- If the unit alarms get everyone out of the house immediately.

WHAT TO DO IN CASE OF FIRE

- Don't panic; stay calm. Follow your family escape plan.
- Get out of the house as quickly as possible. Don't stop to get dressed or collect anything.
- Feel doors with the back of your hand before opening them. If a door is cool, open it slowly. Don't open a hot door. Keep doors and windows closed, unless you must escape through them.
- Cover your nose and mouth with a cloth (preferably damp). Take short, shallow breaths.
- Meet at your planned meeting place outside your home, and do a head count to make sure everybody got out safely.
- Call the Fire Department as soon as possible from outside. Give your address, and your name.
- Never go back inside a burning building for any reason.
- Contact your Fire Department for ideas on making your home safer.

USING THE SILENCE FEATURE (MODEL SA303 ONLY)

The Silence Feature can temporarily quiet an unwanted alarm for up to 10 minutes. To use this feature, press the "Test/Silence" button. The Alarm remains functional. The LED will flash every 10 seconds (for up to 10 minutes) to remind you the alarm has been silenced. The flashing LED will stop when the unit returns to normal operation.

IF YOU SUSPECT A PROBLEM

Smoke Alarms may not operate properly because of dead, missing or weak batteries, a build-up of dirt, dust or grease on the Smoke Alarm cover, or installation in an improper location. Clean the Smoke Alarm as described in "Regular Maintenance," and install a fresh battery, then test the Smoke Alarm again. If it fails to test properly when you use the test button, or if the problem persists, replace the Smoke Alarm immediately.

- If you hear a "chirp" once a minute, replace the battery.
- If you experience frequent non-emergency alarms (like those caused by cooking smoke), try relocating the Smoke Alarm.
- If the alarm sounds when no smoke is visible, try cleaning or relocating the Smoke Alarm. The cover may be dirty.
- If the alarm does not sound during testing, try installing a new battery, and make sure it is snapped in securely.

Do not try fixing the alarm yourself - this will void your warranty!

LIMITATIONS OF SMOKE ALARMS

Smoke Alarms have played a key role in reducing deaths resulting from home fires worldwide. However, like any warning device, Smoke Alarms can only work if they are properly installed, tested, and maintained, and if smoke reaches them. They are not foolproof.

Smoke alarms may not awaken all individuals. Practice the escape plan at least twice a year, making sure that everyone is involved - from kids to grandparents. Allow children to master fire escape planning and practice before holding a fire drill at night when they are sleeping. If children or others do not readily awaken to the sound of the smoke alarm, or if there are infants or family members with mobility limitations, make sure that someone is assigned to assist them in fire drill and in the event of an emergency. It is recommended that you hold a fire drill while family members are sleeping in order to determine their response to the sound of the smoke alarm while sleeping and to determine whether they may need assistance in the event of an emergency.

Smoke Alarms cannot work without power. Battery operated units cannot work if the batteries are missing, disconnected or dead, if the wrong type of batteries are used, or if the batteries are not installed correctly. AC units cannot work if the AC power is cut off for any reason (open fuse or circuit breaker, failure along a power line or at a power station, electrical fire that burns the electrical wires, etc.). If you are concerned about the limitations of battery or AC power, install both types of units.

Smoke Alarms cannot detect fires if the smoke does not reach them. Smoke from fires in chimneys or walls, on roofs, or on the other side of closed doors may not reach the sensing chamber and set off the alarm. That is why one unit should be installed inside each bedroom or sleeping area - especially if bedroom or sleeping area doors are closed at night - and in the hallway between them.

Smoke Alarms may not detect fire on another floor or area of the home. For example, a stand-alone unit on the second floor may not detect smoke from a basement fire until the fire spreads. This may not give you enough time to escape safely. That is why recommended minimum protection is at least one unit in every sleeping area, and every bedroom on every level of your home. Even with a unit on every floor, stand-alone units may not provide as much protection as interconnected units, especially if the fire starts in a remote area. Some safety experts recommend installing interconnected AC powered units with battery back-up (see "About Smoke Alarms") or professional fire detection systems, so if one unit senses smoke, all units alarm. Interconnected units may provide earlier warning than stand-alone units since all units alarm when one detects smoke.

Smoke Alarms may not be heard. Though the alarm horn in this unit meets or exceeds current standards, it may not be heard if: 1) the unit is located outside a closed or partially closed door, 2) residents recently consumed alcohol or drugs, 3) the alarm is drowned out by noise from stereo, TV, traffic, air conditioner or other appliances, 4) residents are hearing impaired or sound sleepers. Special purpose units, like those with visual and audible alarms, should be installed for hearing impaired residents.

Smoke Alarms may not have time to alarm before the fire itself causes damage, injury, or death, since smoke from some fires may not reach the unit immediately. Examples of this include persons smoking in bed, children playing with matches, or fires caused by violent explosions resulting from escaping gas.

Smoke Alarms are not foolproof. Like any electronic device, Smoke Alarms are made of components that can wear out or fail at any time. You must test the unit weekly to ensure your continued protection. Smoke Alarms cannot prevent or extinguish fires. They are not a substitute for property or life insurance.

Smoke Alarms have a limited life. The unit should be replaced immediately if it is not operating properly. You should always replace a Smoke Alarm after 10 years from date of purchase. Write the purchase date on the space provided on back of unit.

FIRE SAFETY TIPS

Follow safety rules and prevent hazardous situations: 1) Use smoking materials properly. Never smoke in bed. 2) Keep matches or lighters away from children; 3) Store flammable materials in proper containers; 4) Keep electrical appliances in good condition and don't overload electrical circuits; 5) Keep stoves, barbecue grills, fireplaces and chimneys grease- and debris-free; 6) Never leave anything cooking on the stove unattended; 7) Keep portable heaters and open flames, like candles, away from flammable materials; 8) Don't let rubbish accumulate.

Keep alarms clean, and test them weekly. Replace alarms immediately if they are not working properly. Smoke Alarms that do not work cannot alert you to a fire. Keep at least one working fire extinguisher on every floor, and an additional one in the kitchen. Have fire escape ladders or other reliable means of escape from an upper floor in case stairs are blocked.



Nonstandard Rental Provisions

Tenant's Initials:

 CHECK -IN/CHECK-OUT: Tenant Acknowledges receipt of landlord's check-in sheet /check-out sheet which tenant agrees to complete and return to the landlord no later than 7 days from occupancy.

N/A **SECURITY DEPOSIT WITHHOLDING:** In addition to the standard security deposit deductions allowable under Wis.Stat. 704.28, we may deduct from your security deposit the following items if not paid at the end of your lease term:

Tenant's Initials:

- 1. Late Fees ~~or unearned discounts~~ ^{MS} as provided in your lease agreement.
- 2. Mitigation cost allowable under Chap. 704, Wis. Stats. in case you vacate from your apartment prior to the end of your lease term (or extension thereof). Such costs may include, but are not limited to advertising costs and rental commission, sublet fees and/or showing fees.
- NA 3. Unpaid parking rent and any applicable sales tax.
- 4. Re-keying or changing locks that were: (a) requested by you during the term of your lease; (b) performed by us or at our discretion because you lost your keys or for other reasons caused by you; (c) due to your failure to return all keys upon your surrender of the premises.
- 5. Holdover rent, unpaid NSF Fees, or any other unpaid amounts as provided in your lease agreement.
- 6. If the leased premises are not left in clean and habitable condition for the next occupant, the cost of performing the required cleaning may be ~~deducted from the security deposit~~, ^{MS} *charged to tenant*, whether cleaned by an independent cleaning contractor, or by the landlord or his/her employees.
- N/A 7. Repayment of any promotional offers or rental incentives.
- N/A 8. Cost of replacing any garage opener or other access card issued by landlord and not returned by tenant (s), and/or the cost of recoding any access mechanism.
- 9. ~~While landlord does not expressly prohibit smoking within individual 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 as a result of smoking inside the unit.
- 10. For the City of Madison: Any cost incurred by Landlord as a result of Tenant's violation of the Carbon Monoxide Detector Addendum and/or the Smoke Alarm Addendum & Requirement.
- N/A 11. For Outside the City of Madison: Any cost incurred by Landlord as a result of Tenant's violation of the Carbon Monoxide Detector Addendum and/or the Smoke Alarm Addendum
- 12. Cost of storing and/or disposing of personal property left behind by the Tenant after the Tenant removes or is evicted from the premises.

I (we) have read and understand the above Nonstandard Rental Provisions of my (our) lease. By my (our) initials above, I (we) acknowledge that the Landlord has identified each of the above provisions with me (us).

Date: 10/21/17

Landlord: *Melinda Jolly*

Tenants: JOE PARISI, County Executive
(when applicable)
SCOTT MCDONELL, County Clerk
(when applicable)

Lead Paint Disclosure -- Housing Rentals & Leases

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.

LANDLORD'S DISCLOSURE (initial)

MJ (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.

MJ (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 their knowledge, that the information provided by the signatory is true and accurate:

Michelle Joly _____
Landlord Date

JOE PARISI, County Executive
(when applicable)

Agent Date

SCOTT MCDONELL, County Clerk
(when applicable)

Tenant Date

Tenant Date

Tenant Date

OPEN FLAME COOKING DEVICE AND GRILL ADDENDUM

The purpose of this addendum is to provide information and guidelines regarding the use and storage of open flame cooking devices and grills. It is our objective to work with the residents to maintain a safe environment for everyone in our community.

This form is to become attached to and made part of a lease drawn or to be drawn between the parties.

In accordance with the Madison General Ordinance and the State Fire Code:

- 308.3.1 **Charcoal burners and other open-flame cooking devices** shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. (Exceptions: 1.) one- and two-family dwellings 2.) where buildings and decks are protected by an automatic sprinkler system). Make sure the coals are completely cooled down with water before disposing of them. Make sure all ashes are contained in a non-combustible container.
- 308.1.1 **Liquefied-petroleum-gas-fueled cooking devices**. LP-gas burners having a LP-gas container with a water capacity greater than 2.5 pounds (nominal 1 pound (0.454 kg) LP-gas capacity) shall not be located on combustible balconies or within 10 feet (3048 mm) or combustible construction. (Exception: one- and two-family dwellings)

The tenants are responsible for any violation hereof, which shall be considered a material breach of the lease agreement. The restrictions contained hereunder are material obligations under the lease. For purposes of this section, any violations and/or fines received by the owner that have been assessed by the fire department shall be evidence that the resident has violated the foregoing restrictions. Any fines received from the fire department as a result of a violation of these codes will be the responsibility of the tenant.

10/2/17
Date

Michael J. Jorg
Property Owner/Manager Signature

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

Resident Signature



Anti-Drug Rules

THIS FORM IS TO BECOME ATTACHED TO AND MADE PART OF A LEASE DRAWN OR TO BE DRAWN, BETWEEN PARTIES:

Owner/Landlord Clairmont Apts LLC

Resident/Tenant Dana Co

Property Name Clairmont Apts

Address 1125 W. Badger Rd #4

Rent 875/Month Term 10/1/17 to 9/30/18

Resident shall not, in the leased unit, hallways, elevators, parking garages, parking lots, maintenance areas, laundry room, pools, or recreational building (the foregoing are collectively referred to herein as the "premises") engage in or permit any drug-related activity or engage in or permit any activity that endangers the health or safety of other Residents, in the Owner's sole discretion, or engage in or permit any activity that is, in the Owner's sole discretion, otherwise injurious to the Community or its reputation.

Instances of such conduct shall include, but are not limited to, Resident's permitting any co-resident, occupant, member of Resident's household or family, guest, invitee or other person Resident permits to occupy or use the premises, to use, manufacture, purchase, sell or otherwise distribute illegal drugs or illegal drug-related paraphernalia on or about the premises.

The restrictions contained hereunder are material obligations under the lease. For purposes of this section, Owner's receipt of complaints from other Residents or employees shall be evidence that the Resident has violated the foregoing restrictions.

This provision/these provisions do not apply if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined in s. 950.02(4), of that crime.

Date: 10/2/17

LANDLORD/AGENT SIGNATURE

Michelle Joy

TENANT SIGNATURE

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)



South Central Wisconsin

Revised 2/2014



CARBON MONOXIDE DETECTOR ADDENDUM

Landlord is responsible for the installation of carbon monoxide detectors as required by Wis. Stat. s. 101.149. These detectors must be installed according to the directions and specifications of the manufacturer. In addition, Landlord shall reasonably maintain every carbon monoxide detector in the building.

Tenant may give Landlord written notice that a carbon monoxide detector is not functional, or that it has been removed by a person other than the tenant. In this case, the Landlord shall repair or replace the nonfunctional detector within five (5) days after receipt of the notice.

Landlord is not responsible for any damages resulting from a false alarm from the carbon monoxide detector, if it was reasonably maintained by the Landlord or if the false alarm was the result of tampering with, or removal or destruction of, the detector by a person other than the Landlord, or the result of a faulty detector that was reasonably maintained by the Landlord as provided herein.

No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide detector, except in the course of inspection, maintenance, or replacement of the detector.

This Addendum is incorporated into the lease between Landlord and Tenant, and any violation of the Addendum constitutes a breach of that lease agreement.

Michelle Jorg
Landlord

Date: 10/2/17

JOE PARISI, County Executive
(when applicable)

Date: _____

SCOTT MCDONELL, County Clerk
(when applicable)

Date: _____

Tenant

Date: _____

Tenant

Date: _____

MOLD PREVENTION/REMOVAL ADDENDUM

The purpose of this Addendum is to provide information and guidelines regarding the prevention and, if necessary, removal of mold spores from your home. It is our objective to work with residents to maintain a pollutant-free environment.

THIS FORM IS TO BECOME ATTACHED TO AND MADE PART OF A LEASE DRAWN OR TO BE DRAWN, BETWEEN THE PARTIES.

Moisture can encourage biological pollutants to grow. Moisture in your home can come from many sources. Water can enter by leaking or seeping through the roof or windows. Showers and cooking also add moisture to the air in your home. The amount of moisture that the air can hold depends on the temperature of the air. As the temperature goes down, the air is able to hold less moisture. This is why, in cold weather, moisture condenses on cold surfaces (for example, drops of water form on the inside of a window).

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

- *Reduce moisture. Mold cannot grow if humidity is lower than 50%.*
 - *Always turn on exhaust fans in the kitchen when cooking and in the bathroom while showering or bathing*
 - *Limit use of humidifiers*
 - *Increase use of dehumidifier*
 - *Notify management in writing of any water leaks from plumbing, A/C or refrigerator drip pans, etc.*
 - *Wipe off excessive moisture accumulation from surfaces such as shower stalls, mirrors, and windows*
 - *Be sure dryer vent hoses are properly attached to the wall and sealed*
 - *Always keep shower curtain inside the tub or make sure shower stall doors are closed tight*
- *Ensure proper airflow throughout the unit.*
 - *Do not block heating registers with furniture, boxes, laundry, etc.*
 - *Open bathroom door immediately after showering or bathing*
 - *Open windows (weather permitting) to increase air flow and decrease humidity*
- *Maintain Proper Housekeeping*
 - *Wet clothes, towels, bath mats and any other fibrous material items should be hung up to dry immediately after saturation.*
 - *Wet cellulose materials including paper products, cardboard, ceiling tiles, and wood are particularly conducive for mold growth. If mold is found on any of these materials, remove them immediately if possible. Otherwise dry the item(s) completely and contact management for further instructions for the clean-up process.*
 - *Clean bathrooms with mold killing products*
- *Notify management in writing of any excess water infiltration (leaks) or reoccurring mold.*

Removal of Mold: If mold has accumulated on surfaces, take the following steps to remove and kill the spores.

1. For porous surfaces – remove and throw away the moldy material.
2. For non-porous surfaces - clean mold and surrounding 1-foot area around infestation with soap and water. A dilution of 1:10 bleach to water may also be used, however, there may be a risk of discoloration depending on the surface on which it is applied.
3. Dry the cleaned area completely.
4. Locate and remedy the source of excessive moisture, and/or use a dehumidifier to lower humidity in the unit.

IMPORTANT: If you find reoccurring mold in your unit, notify Management in writing immediately.

If you have questions regarding this addendum, please contact us at the management office or at the phone number shown on your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the unit and any health problems that may result.

Date: 10/2/17

Michelle J. J...
(Property Owner/Manager Signature)

JOE PARISI, County Executive
(when applicable)

SCOTT MCDONELL, County Clerk
(when applicable)

(Resident Signature)



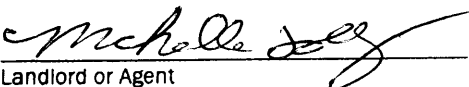


SATELLITE DISH AND ANTENNA ADDENDUM TO LEASE CONTRACT

Under a Federal Communications Commission Order, you, as our resident, have a limited right to install a satellite dish or receiving antenna on the leased premises. We, as a rental housing provider, are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

- Number and Size.** You may install only one satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. An antenna may receive but not transmit signals.
- Location.** Location of the satellite dish or antenna is limited to: (1) inside your dwelling, or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- Safety and Non-Interference.** Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is located outside your dwelling, the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with property operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window - without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us.
- Workmanship.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld.
- Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- Removal and Damages.** You must remove the satellite dish or antenna and other related equipment when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment.
- Liability Insurance and Indemnity.** You must take full responsibility for the satellite dish or antenna and must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, relating to your satellite dish or antenna. The insurance coverage must be \$_____, which is an amount reasonably determined by us to accomplish that purpose. You agree to hold us harmless and indemnify us against any of the above claims by others.
- Security Deposit Increase.** A security deposit increase (in connection with having a satellite dish or antenna) is allowed only if, at the time you signed or renewed your lease, our community rules or the lease itself required you to sign an addendum like this as a condition of having a satellite dish or antenna. If that is the case, your security deposit is increased by an additional sum of \$____ in order to help protect us against possible repair costs, damages, or failure to remove at time of move-out. This security deposit does not imply a right to drill or otherwise alter the leased premises.

You may start installation of your satellite dish or antenna only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 8 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 9; and (4) received our written approval of the person or company who will do the installation.


Landlord or Agent

JOE PARISI, County Executive
(when applicable)

10/24/17

Date of Addendum

SCOTT MCDONELL, County Clerk
(when applicable)