

# Dane County Contract Cover Sheet

BAF#\_20136\_\_

RES 290

<b>Dept./Division</b>	Human Services / CYF
<b>Vendor Name</b>	FAIRWAYS APARTMENTS LLC C/O WI MANAGEMENT COMPANY
<b>Vendor MUNIS #</b>	23116
<b>Brief Contract Title/Description</b>	RENEWAL OF LEASE WITH FAIRWAYS APARTMENTS FOR APARTMENT LOCATED AT 3301 LEOPOLD WAY APT 112 FITCHBURG WI. THIS IS FOR AN EARLY CHILDHOOD INITIATIVE PROGRAM. \$260/MONTH
<b>Contract Term</b>	1/1/2021 – 12/31/2021
<b>Total Contract Amount</b>	\$3,120

<b>Contract #</b> <small>Admin will assign</small>	14191
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input checked="" 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

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

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

<b>Resolution /Addendum Form</b>	<b>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.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Resolution required and a copy is attached.		Res #
	<input type="checkbox"/> Addendum Form required.		Year

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	12/1/20		
	Controller			approvals from all departments via email
	Purchasing			attached herein
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Spring Larson, Contract Coord. Assistant	<b>Name</b>	Ann Bunge/Wisconsin Management Company, Inc.
<b>Phone #</b>	(608) 242-6391	<b>Phone #</b>	608-271-5955
<b>Email</b>	<a href="mailto:larsen.spring@countyofdane.com">larsen.spring@countyofdane.com</a>	<b>Email</b>	Ann.Bunge@wimci.com
<b>Address</b>	1202 Northport Drive, RM Gr42A, Madison WI 53704	<b>Address</b>	2301 Traceway Dr Fitchburg, WI 53713

<b>Human Services Only</b>	a. Dane County Res. #	N/A	<b>Approvals</b>	Initials	Date
	b. Budget/Personnel Required		g. Accountant	LB	11/17/20
	c. Program Manager Name	CHANCE	h. Supervisor	CW	11/18/2020
	d. Current Contract Amount	\$	i. Corporation Counsel		
	e. Adjustment Amount	\$	j. To Provider		
	f. Revised Contract Amount	\$	k. From Provider		

<b>Certification:</b> 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. <b>The modifications have been reviewed by:</b>
<input checked="" type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
	<i>Shawn Tessmann</i>	
	11/20/2020	
	<b>Printed Name</b>	
Shawn Tessmann, Director of Human Services		

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, January 19, 2021 12:31 PM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14191  
**Attachments:** 14191.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/19/2021 12:49 PM	Approve: 1/19/2021 12:49 PM
	Clow, Carolyn		Approve: 1/20/2021 4:48 PM
	Gault, David	Read: 1/19/2021 12:42 PM	Approve: 1/19/2021 12:44 PM
	Lowndes, Daniel		Approve: 1/19/2021 1:11 PM
	Stavn, Stephanie	Read: 1/19/2021 1:02 PM	
	Oby, Joe	Deleted: 1/19/2021 1:28 PM	

Here is the revised Lease Agreement for this ECI Office

Contract #14191  
Department: Human Services  
Vendor: Fairways Apartments LLC c/o WI Management Company  
Contract Description: Lease with Fairways Apartments for ECI Office at 3301 Leopold Way, Apt 112 (RES 290)  
Contract Term: 1/1/21 – 12/31/21  
Contract Amount: \$3,120

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

Thanks much,  
Michelle

*Michelle Goldade*

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

*Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.*

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**2020 RES-290**

**AUTHORIZING LEASE AT LEOPOLD WAY #112 FOR  
JOINING FORCES FOR FAMILIES PROGRAM – DCDHS – PEI DIVISION**

Dane County Department of Human Services (DCDHS) – Prevention & Early Intervention (PEI) Division 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 Apartments and managed by Wisconsin Management Company, Inc., located at 3301 Leopold Way, #112, Fitchburg, Wisconsin. The current lease expires on December 31, 2020 and JFF intends to continue leasing this space for another year, through December 31, 2021.

The Fairways Apartments 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 utilities except electricity and telephone.

**NOW, THEREFORE, BE IT RESOLVED** that Dane County enter into a Lease with The Fairways Apartments / 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:

PARTIES

3  
4 Tenant(s): Joining Forces for Families, Dane County  
5 Minor:  
6  
7

APARTMENT  
ADDRESS

8 Landlord: The Fairways 2301 Traceway Drive  
9 Agent for maintenance, management, collection of rents, service of process: Wisconsin Management Company, Inc.  
10 4801 Tradewinds Pkwy Madison, WI 53718 Phone: 608-258-2080 Fax: 608-258-2090

TERMS

11 Building Address:  
12 3301 Leopold Way Apt. # 112 First day of lease term: January 01, 2021  
13 Fitchburg, WI Last day of lease term: December 31, 2021 at 12:00 Noon  
14 53713  
15

RENT AND  
OTHER  
CHARGES

Description	Amount
Rent	\$260.00
Pet Fee	\$0.00

**Total monthly amount due \$260.00      Amount due at move in: \$XXXX.XX**

DISCOUNTS  
AND  
PENALTIES

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 10<sup>th</sup>, a charge of \$2.00 per day accrues, retroactive to the 1<sup>st</sup>,  
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.

SPECIAL  
CONDITIONS

UTILITIES

25  
26  
27  
28  
29  
30  
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  
61 all amounts due under the lease and the  
62 performance of the covenants by Tenant.

63 Dated \_\_\_\_\_ (SEAL)

64 \_\_\_\_\_ (SEAL)

LANDLORD \_\_\_\_\_ (SEAL)

TENANT: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

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 TENANT'S PROPERTY 83 Unless otherwise agreed in writing, the Landlord will not store any items of personal property that the tenant leaves behind  
84 when the tenant removes from or is evicted from the premises, except for prescription medication or prescription medical  
85 equipment, the latter of which will be retained by Landlord for 7 days from the date on which the Landlord discovers the  
86 property, after which time the Landlord will dispose of it. If the tenant abandons a titled vehicle, Landlord will give written  
87 notice of Landlord's intent to dispose of the property, before disposing of it, to tenant, and any secured party of which the  
88 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  
90 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  
93 premises or the building of which they are a part.  
94 3. Not to use or keep in or about the premises anything that would adversely affect coverage of the premises or the  
95 building of which they are a part under a standard fire and extended insurance policy.  
96 4. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building,  
97 which the premises are located.

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,  
101 normal wear and tear expected.

IMPROVEMENTS 102 8. If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent  
103 damage to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat Tenant  
104 shall be liable for this damage.  
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  
112 invitees, unless it results from causes clearly beyond the tenant's control or natural disaster.

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  
114 lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the  
115 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,  
116 Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased premises without limiting  
117 the liability of Tenant for rent due or to become due under this lease. If Tenant has been given such a notice and has  
118 remedied the breach or been permitted to remain in the premises, and within one year of such previous breach, Tenant  
119 commits a similar breach, this lease maybe terminated if, before the breach has been remedied, Landlord gives notice to  
120 Tenant to vacate on or before a date at least 14 days after the giving of the notice.

DAMAGE BY CASUALTY 121 If the premises are damaged by fire or other casualty to a degree that renders them untenable, Tenant may terminate  
122 lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior  
123 condition. Landlord shall have the option to repair the premises and if repairs are not made this lease shall terminate. If the  
124 premises are damaged to a degree which does not render them untenable Landlord shall repair them as soon as  
125 reasonably possible.

RULES 126 Landlord shall make such reasonable rules governing the premises and the building, of which they are a part, as Landlord  
127 deems necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a  
128 breach of this lease. Landlord may make changes in the rules and shall give written notice of changes to Tenant at least 30  
129 days before the new rules become effective. Tenant acknowledges receipt of the attached rules prior to execution of this  
130 lease. (Strike if not applicable.)

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  
132 violations. (Strike if not applicable.)  
133  
134  
135

CONDITIONS AFFECTING HABITABILITY 136 The premises contain the following conditions adversely affecting habitability: None.  
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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  
141 applicable.)  
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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  
145 Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this  
146 lease.

**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  
149 all obligations of Tenant. In consideration of the above assignment and the written consent of Landlord, Assignee hereby  
150 assumes all obligations of Tenant in this lease.

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 Early Childhood Initiative

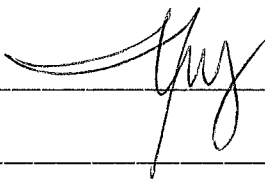
Building address: 3301 Leopold Way, Apt. 108, Fitchburg, WI 53713

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

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

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

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

Landlord: \_\_\_\_\_  \_\_\_\_\_ Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

## 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 10<sup>th</sup> 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.

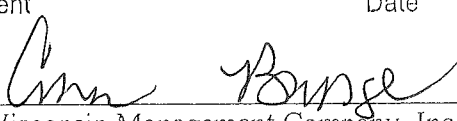


15. Costs for any damage to apartment or building due to Tenant negligence, except for property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees (i.e., water damage resulting from unclosed windows or improper use of shower enclosures, carpet or 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, attics 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



Date

For Wisconsin Management Company, Inc

**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 you 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:

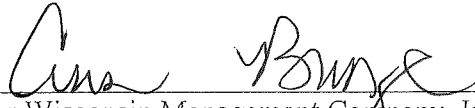
- Lock out after business hours
- No heat (when temperature is below 55 degrees)
- Refrigerator not cooling
- Clogged toilet (if you only have one)
- No A/C with a medical statement of need on file
- Accidents resulting in personal injury or property damage
- Water Leak
- Fire (call the fire department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

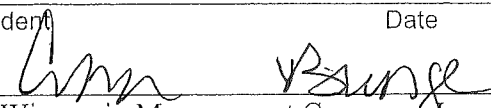
Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

 \_\_\_\_\_  
For Wisconsin Management Company, Inc Date \_\_\_\_\_

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](http://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.

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!

**PET ADDENDUM**

Wisconsin Management Pet Policy: The number of pets allowed at each property may vary. No property will accept more than 2 dogs or 2 cats. Some properties do not allow any animals, other than as required by law.

Dog policy: The following breeds are restricted: Rottweiler, German Shepherd, Doberman, Pit Bull, Chow and any mix thereof. In addition, rent is increased per month, by dog weight.

- \$20.00 per month for dogs weighing 0-10 pounds.
- \$30.00 per month for dogs weighing 11-20 pounds.
- \$40.00 per month for dogs weighing 21-30 pounds.
- \$50.00 per month for dogs weighing 31 pounds and over

Cat Policy: Cats must be neutered and declawed. Rent is increased \$20.00 per month, per cat.

Authorization for Animal. Resident agrees that only the pet(s) described below will occupy the premises.

Pet Type	Breed	Color	Name of Animal	Age	Weight	Start Date

Total Monthly Pet fee due. \$

Pet Deposit. Resident shall also pay a deposit of \$ 0.00

These pet fees are due on the first of the month, along with the monthly rent required by the Lease, and failure to pay these fees is a default just like the failure to pay rent, and could result in the Tenant having to remove the pet(s) from the premises. In addition, payment of these fees in no way relieves the Tenant of the responsibility for damaged caused by the pet(s). These fees are not a deposit, and will not be applied to any damage charges that may become due.

If any pet odor/stains remain, I/we understand that I/we are responsible for replacement of pet-damaged items, including carpets, floor coverings and sub-floor.

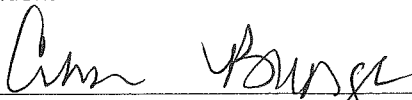
I/We agree to allow the pet outside of the leased premises only if I/we accompany it, and it is leashed. I/We will pick up all pet waste immediately. Pets are NEVER to be tied/chained outside.

If there are any legitimate noise or nuisance complaints from other residents or neighbors, I/we understand that the pet must be removed from the premises within 24 hours of written notice from Wisconsin Management Company.

I/We understand that dogs must be CAGED or REMOVED when representatives of Wisconsin Management Company are in the leased premises.

In addition, I/we understand that the pet charge is for the duration of the term of the lease. If at renewal I/we do not have the pet, an inspection will be done and the charges can be removed at the start of the new lease.

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

  
\_\_\_\_\_  
For Wisconsin Management Company, Inc      Date

# Lead Paint Disclosure - Housing Rentals & Leases

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

Lead Warning Statement

LANDLORD'S DISCLOSURE (initial)

AB (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)

AB (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

Ann Bunge  
For Wisconsin Management Company, Inc      Date

SATELLITE DISH OR ANTENNA ADDENDUM

Resident shall be permitted to install a dish or antenna on a private balcony or patio provided:

- A. The size of the satellite dish may not exceed one meter;
- B. No satellite dish or antenna may be installed or affixed on any common area including, but not limited to, outside walls, outside windowsills, roofs, common area balconies, breezeways, stairwells, or any other common area;
- C. No holes may be drilled through outside walls, roofs, balcony or patio railings or floors or any glass;
- D. No portion of the satellite dish, antenna or attachments may extend over the outside edge of the balcony, balcony railing, patio line, gutter line or exterior windows;
- E. Landlord reserves the right to remove any satellite dish or antenna system that does not comply with these provisions at Resident's expense;
- F. The satellite dish or antenna system must be a stand-alone system in a UL rated weather proof box. Resident may not splice into any existing wires or cables inside or outside Resident's apartment;
- G. Landlord reserves the right to inspect and approve any installation to assure compliance with this paragraph;
- H. Prior to installing a satellite dish or antenna, Resident must purchase liability insurance (Renter's insurance) to fully cover any claims that may be made by Landlord or third parties as a result of damage or injury to property or persons caused by the satellite dish or antenna. The policy limit for property coverage must be \$25,000 or higher and the policy limit for liability coverage must be \$100,000 or higher. A certificate of insurance or other satisfactory proof of a one-year per-paid policy must be submitted to Landlord prior to installation. Insurance must be in effect for the entire time the satellite dish or antenna system is installed within the leased premises. The policy shall provide for not less than 30 days written notice to Landlord prior to any expiration, cancellation or material modification to the policy;

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

  
 \_\_\_\_\_  
 For Wisconsin Management Company, Inc      Date



PARKING ADDENDUM

Tenant(s):

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: May 01, 2020 End Date:  
Pro-Rated amount due: \$0.00

Tenant(s) agrees to pay to Landlord the monthly sum of \$0.00 for the carport/garage parking premises designated as #. Said premises are to be used exclusively for the parking of Tenant's automobile, and for no other purpose.

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 the Lease referenced above.

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

*Ann Bunge*

\_\_\_\_\_  
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
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_____ Resident	_____ Date	_____ Resident	_____ Date
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_____ Resident	_____ Date	_____ Resident	_____ Date
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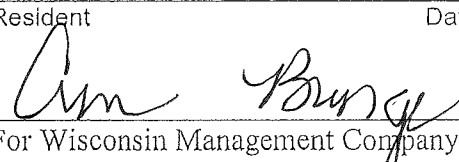
  
 \_\_\_\_\_  
 For Wisconsin Management Company, Inc    Date

# 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 8 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 _____
		Date _____	
For Wisconsin Management Company, Inc			

PARKING ADDENDUM

Tenant(s):

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: May 01, 2020 End Date:  
Pro-Rated amount due: \$0.00

Tenant(s) agrees to pay to Landlord the monthly sum of \$0.00 for the carport/garage parking premises designated as #. Said premises are to be used exclusively for the parking of Tenant's automobile, and for no other purpose.

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.~~ Initials \_\_\_\_\_ (Tenant) MS (Landlord)
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 the Lease referenced above.

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

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

Ann Bunge  
\_\_\_\_\_  
For Wisconsin Management Company, Inc Date

Entire page

LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT

- 1. **Acknowledgment Concerning Insurance or Damage Waiver.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that you are required to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100,000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.
- 2. **Required Policy.** You are required to purchase and maintain personal liability insurance covering us, you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100,000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.
- 3. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy liability and renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.
- 4. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.
- 5. **Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.  
  
Insurance Company: \_\_\_\_\_  
\_\_\_\_\_
- 6. **Default.** Any default under the terms of this Addendum shall be deemed an immediate and material default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.
- 7. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.  
  
Special Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Initials: \_\_\_\_\_ (Tenant)      AS (Landlord)

