



# RENTAL APPLICATION

Address applying for \_\_\_\_\_ Apt # \_\_\_\_\_

Expected Move-in Month \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_ Earnest Money \$ \_\_\_\_\_ Application Fee \$20.00

**Make Earnest Money Check to Valley View Associates (VVA) -Make Application fee to Footstep Management**

## APPLICATION PROCEDURE

**Credit check fee is non-refundable.**

*Each applicant must fill out his or her own application completely and accurately. Incomplete or inaccurate information will delay processing and likely result in your application being denied.*

*A cosigner or additional security deposit may be required if the applicant does not have two years of satisfactory rental history, does not demonstrate financial resources to pay, and/or there are any other risk factors. Applicants with minor blemishes in their history may still be considered with a qualifying cosigner.*

We will contact you after your application has been processed. Landlord has provided copies of the rental agreement and rules and regulations of the property with this application.

**Applicant's First Name** \_\_\_\_\_ **M** \_\_\_\_\_ **Last** \_\_\_\_\_

**Date of Birth** \_\_\_\_/\_\_\_\_/\_\_\_\_ **Social Security #** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **DL#** \_\_\_\_\_

**Photocopy of Drivers License must accompany application**

**Phone #** \_\_\_\_\_ **Cell Phone #** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Other persons that will occupy residence: Adult Relationship**      **Other persons that will occupy residence: Adult Relationship**

\_\_\_\_\_ **Y/N** \_\_\_\_\_      \_\_\_\_\_ **Y/N** \_\_\_\_\_

\_\_\_\_\_ **Y/N** \_\_\_\_\_      \_\_\_\_\_ **Y/N** \_\_\_\_\_

**No more than two persons allowed per bedroom in this unit.**

Application continued on next page

**2-YEAR EMPLOYMENT HISTORY** (Please complete 2 years in full)

Current Employer \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ Phone (     ) \_\_\_\_\_  
 Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Position \_\_\_\_\_ Income \$ \_\_\_\_\_ / Month  
 Previous Employer \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ Phone (     ) \_\_\_\_\_  
 Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Position \_\_\_\_\_ Income \$ \_\_\_\_\_ / Month

**Copy of last two (2) check stubs MUST accompany application**

**Other income sources and amounts:** (Verification must be provided) \_\_\_\_\_

**Pets are allowed at Landlord discretion and must be pre-approved**

**Smoking is not allowed** in the interior of the buildings; however, it is allowed on the property.

**HOUSING HISTORY** (Please complete both current and previous information – All information is required)

Current Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
 Current Landlord \_\_\_\_\_ Landlord Phone (     ) \_\_\_\_\_ Fax \_\_\_\_\_  
 Landlord's Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
 Rent paid / Month \$ \_\_\_\_\_ from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Utilities you pay \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Previous Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Previous Landlord \_\_\_\_\_ Landlord Phone (     ) \_\_\_\_\_ Fax \_\_\_\_\_

Landlord's Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Rent paid / Month \$ \_\_\_\_\_ from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Utilities you paid \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Have you ever been evicted, asked to leave, or denied renewal of a lease? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, by whom, when, and for what reason? \_\_\_\_\_

Do you owe money to another landlord or a utility at this time? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, this application will not be processed until paid.

Have you or any member of your household ever been convicted of a crime related to disturbance of neighbors, destruction of property, drug-related felonious criminal activity or criminal activity involving violence to persons or property in the last two years?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please state when and for what reason? \_\_\_\_\_

Your Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

License Plate Number \_\_\_\_\_ State \_\_\_\_\_

**Application continued on next page**

**In the event that your housing history or credit history is not adequate, please name a cosigner below.**

Co-signer's Name \_\_\_\_\_ Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (    ) \_\_\_\_\_ Relationship \_\_\_\_\_  
Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_  
License Plate Number \_\_\_\_\_ State \_\_\_\_\_

**In case of emergency**

Contact \_\_\_\_\_ Relationship \_\_\_\_\_ Phone (    ) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**How did you find out about this apartment?** Yard Sign \_\_\_\_\_ Craig's List \_\_\_\_\_ Apartment Connexion \_\_\_\_\_  
Resident \_\_\_\_\_ Internet \_\_\_\_\_ Other (please name) \_\_\_\_\_

I, the undersigned, hereby acknowledge that I have read and understand this application, and all information that has been submitted, including the information listed on this application, is true and correct. I understand that all application information and materials are being relied upon in application processing and are a pre-condition to approval by the landlord. Any false statements or omissions are grounds for immediate application rejection, or future termination of any lease signed pursuant to this application.

I hereby authorize management to conduct routine housing references, employment verification, criminal background checks, public records checks, financial reference investigations, and to obtain and rely on credit agency reports for the purpose of processing this application. I understand and acknowledge that my performance under any lease agreement I may enter into with the landlord may be reported to such credit-reporting agency, and authorize management to obtain my credit report for the purpose of collecting any amounts due pursuant to any future lease agreement with the landlord

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPLICATION PROCEDURES AND SCREENING CRITERIA**

Landlord Office: **Footstep Management, 575 Lester Ave., Onalaska, WI 54650**



Thank you for your interest in living in our neighborhood. We feel it is important to maintain safe, clean, and comfortable housing for residents. To that end, we have a thorough screening process. If you meet the application criteria and are accepted, you will have peace of mind knowing that other renters in this building(s) are being screened with equal care.

Please note that we provide equal housing opportunity. We do not discriminate on the basis of any federal, state, and local protected class including race, color, religion, sex, handicap, national origin, familial status, marital status, sexual orientation, lawful source of income, age, ancestry.

**Fill out the application completely and accurately. A complete application form is required for each adult applicant.**

A rental history check will be conducted on your application. Applicants are required to have at least two (2) years of satisfactory housing history. Home mortgage payment history is acceptable in absence of rental housing history. A rental history must be verifiable from unbiased sources. If you are related by blood or marriage to the current landlord listed, we will require additional landlord references. If additional landlord references are unavailable or you have less than two years of housing history we may require a qualified co-signer to guarantee the financial obligations of the rental agreement. (Qualified co-signers must meet all screening criteria.)

List all sources of income. Applicants must demonstrate an ability to pay the monthly rent. Employment references will be checked to verify income. We must be able to verify independently the amount and stability of your income. If an applicant receives an income subsidy, the applicant must provide verification when turning in the completed application. If an applicant has a payee or other contact person at a specific agency, please provide their name and telephone number. If applicant can not demonstrate sufficient income/resources to pay the monthly rent, a co-signer may be required to guarantee the financial obligations of the lease.

Credit reports are ordered on all applicants and guarantors. A poor credit record does not always result in application disapproval however it will be a factor used in processing an application. If an applicant's credit report is unobtainable, a co-signer may be required to guarantee the obligations of the lease.

Poor references from previous landlords may result in denial of your application. If an applicant owes money to another landlord, the money must be paid in full before the application will be processed. You will be turned down if previous landlords report significant complaint levels of noncompliance activity such as: repeated instances of interfering with other building occupants, reports of drug dealing or manufacturing, damage to the property beyond normal wear, reports of violence or threats to landlords or neighbors, allowing persons not on the rental agreement to reside on the premises, failure to give proper notice when vacating the property. Also, you may be turned down if previous landlords would be disinclined to rent to you again for any reason pertaining to the behavior of yourself or others allowed on the property during your tenancy.

No person(s) will be accepted for residency that has been convicted for disturbance to neighbors, violence to persons or property, destruction of property, drug related crime, record of conviction of illegal manufacture or distribution of a controlled substance, or is a user of controlled substance within the past five (5) years.

False information is grounds for denial, so please fill out the application honestly and completely. An applicant will be denied if information is misrepresented. If misrepresentations are found after the rental agreement is signed, the rental agreement will be terminated. If special circumstances have existed, bring them to our attention for discussion.

We will make every reasonable effort to check an application promptly, but please remember that the time required depends upon the availability and cooperation of your reference sources.

**Sign the authorization to release information:**

I hereby authorize the landlord and manager to conduct a routine investigation of my housing references, employment verification, criminal background check, public records checks, financial references, and to obtain a consumer credit report on me from a consumer reporting agency that compiles and maintains files on consumers on a nationwide basis. My performance under any lease or rental agreement that I may enter into with the landlord may be reported to such reporting agency.

Applicant Name (print) \_\_\_\_\_ Applicant Name (print) \_\_\_\_\_

Applicant signature: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

The unit will be available until the first qualified applicant(s) sign(s) the lease.

## *FOOTSTEP MANAGEMENT LLC*

Jeffery and johanna pralle  
575 Lester Street  
P.O. Box 325  
Onalaska, WI 54650  
608.783.7763  
[footstepmgt@aol.com](mailto:footstepmgt@aol.com)

### **POLICY STATEMENT**

The following are the established policies for **Footstep Management** as adopted by the owner, and by which all applicants will be accepted for residency; no person(s) will be denied occupancy based on membership in any protected class according to local, state, and federal fair housing laws.

1. All information on the application form must be complete; any falsification of information shall be grounds for rejection.
2. All tenant applicant(s) must be eighteen (18) years of age.
3. Good housing reference(s), with a minimum of two years immediate past history, will be required. Home mortgage payment history is acceptable in the absence of rental housing history. If applicant(s) has no prior rental or home mortgage history, a co-signer will be required. Co-signers shall qualify by virtue of credit references and record of timely payment of debts. Past housing reference(s) shall include: a) record of timely payment of rent or mortgage, b) record of abiding by housing rules, c) record of not disturbing other residents, d) record of respect for property.
4. No person(s) will be accepted for residency that poses a direct threat to other persons or property. Persons with violent or repeat non-violent criminal conviction history will not be accepted.
5. Applicant's(s) credit report shall reflect a habit of prompt payment of debts and no unsatisfied judgments. A co-signer will be requested in the absence of required credit report or in the case of a poor credit history. Co-signers shall qualify by virtue of credit references and record of timely payment of debts.

6. Applicant (s) shall not pay more than 30% of gross monthly income (combined) for rent. In the absence of appropriate income, a co-signer will be required.
  
7. No more than two (2) adults or two (2) persons shall occupy a one (1) bedroom unit. No more than four (4) adults or four (4) persons shall occupy a two (2) bedroom unit. No more than six (6) adults or six (6) persons shall occupy a three (3) bedroom unit. This policy shall be applied consistently to ALL qualified applicants, regardless of their membership in any protected class. This policy has been formulated by the management as appropriate for the overall size of the unit and the size of the bedrooms.

These policies are hereby established for Valley View Associates by Footstep Management and will be review annually. Policy is applied to all equally.

Date of this Policy Statement: February 1, 2010



## RESIDENTIAL RENTAL AGREEMENT (Lease)

This Agreement for the rental or lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

**TENANT:** Number of Occupants \_\_\_\_\_ Names: \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_ Agent for Service of Process: \_\_\_\_\_  
Address for Service of Process: \_\_\_\_\_  
Address for maintenance, management, & collection of rents: \_\_\_\_\_  
Landlord Telephone \_\_\_\_\_

**PREMISES/ADDRESS:** Street Address: \_\_\_\_\_ Apartment # \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Included furnishings: appliances, refrigerator, range, oven and \_\_\_\_\_

**RENT:** Rent of \$ \_\_\_\_\_ (One check for the total monthly) for the Premises is due on or before the first day of each month. If payment is received after 5PM on the first day of the month, a late fee of \$ \_\_\_\_\_ shall be imposed. Tenant agrees to pay a fee of \$ \_\_\_\_\_ in the event of a check returned unpaid for any reason. **NO CASH FOR RENT PAYMENTS.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Rent checks shall be made payable to (Landlord)(Landlords Agent)-Strike One and mailed or delivered to (Landlord) (Landlords Agent)—Strike One.

**ALL Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.**

**RENTAL TERM:** \_\_\_\_\_ First day of Term: \_\_\_\_\_ Last Day of Term \_\_\_\_\_ at NOON.

This lease is for the stated term and will expire without further notice. If tenancy is to continue beyond the stated term, parties should make arrangements in writing in advance of lease expiration. If this is a month-to-month lease indicate here \_\_\_\_\_.

**Utilities:** Tenant agrees to pay all utility costs promptly. Tenant must pay all utility charges that are separately metered or subject to cost allocation as follows:

Utility Charges	Electric	Heat	Unit Gas	Air Conditioning	Hot Water	Trash	Recycling	Water & Sewer	Other
<i>Included in Rent</i>						X	X		
<b>Separately Metered</b>	X	X	X	X	X				
<b>Cost Allocation</b>									
<b>See Special Provision</b>								****	

Tenant is responsible for all costs associated with any and all extra utilities not indicated above.

**SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by Landlord. Tenant's security deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Agreement, subject to the exceptions described in ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door opener, etc. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant may not use the security deposit as payment of the last month's rent without the prior written permission of the Landlord.

**INSPECTION:** (Check-in/Check-out) Tenant has 7 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any pre-existing damage or defect, and to request a list of physical damages charged to the previous tenant's security deposit.

**PETS:** are not permitted in and about the premises unless specifically authorized by Landlord in writing. \_\_\_\_\_

### SPECIAL PROVISIONS

\*\*\* Water /Sewer and Storm sewer are billed quarterly by Landlord

**PROMISES TO REPAIR:** Any promise to repair, clean, or improve the Premises (including the promised date of completion) that was made by Landlord before execution of this Agreement, is listed under Special Provisions or in a separate addendum to this Agreement.

**CODE VIOLATIONS; ADVERSE CONDITIONS:** If the Premises or the building is currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including 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 °F 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), these are listed under Special Provisions, or in a separate addendum to this Agreement, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Agreement is signed or any deposit is accepted.

**ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant at reasonable times upon at least 12 hours (24 hours where applicable) advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, or when a health or safety emergency exists, 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. Tenant shall not add or change locks without obtaining Landlord's written permission (except in the event of emergency), and immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks without obtaining Tenant's permission unless the addition or change of locks is made pursuant to court order. Improper denial of access to the Premises is a breach of the Agreement.

**SEX OFFENDER REGISTRY:** Obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public> or by phone at 1-877-234-0085.

**USE:** Failure to follow the terms of the lease and addenda may be considered a breach of contract and grounds for legal action against tenant.

**GUESTS:** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located, or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than one week without written consent of the Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building in which they are located, by Tenant or Tenant's guests or invitees.

**MAINTENANCE:** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for the Landlord to enter the Premises, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under Tenant's control in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of light bulbs, or fuses. Tenant shall not, without permission in the building rules or specific written Landlord approval, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part. Tenant shall be obligated to provide heat for the Premises and maintain a reasonable level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors.

**RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the amendment is mailed or delivered to Tenant.

**POSSESSION; ABANDONMENT:** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this contract. Tenant shall remain liable for any rent deficiency. If Tenant is absent from the Premises for three successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and landlord shall deal with it as provided by Wis. Stat. 704.05(5).

**ASSIGNMENT:** Tenant shall not assign this Agreement or sublet the Premises or any part thereof without the written consent of the Landlord, which will not be unreasonably withheld. This Agreement may be terminated or modified by written agreement of Landlord and Tenant.

**ADHERANCE TO LAW:** Landlord and Tenant understand that their rights and obligations are subject to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law. Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

**SALE OF PROPERTY:** Upon voluntary or involuntary transfer of ownership of the Premises, Tenant expressly releases Landlord's obligations under this Agreement. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Agreement.

**SEVERABILITY.** All provisions of this Lease shall be deemed severable. The inability to enforce any provision(s) shall not affect the enforceability of the balance of this Lease.

**LEAD-BASED PAINT PROVISIONS: Applicable only if the Premises is a "target property" constructed before 1978.** Lease amendment required to be incorporated into this lease.

**SMOKE DETECTOR NOTICE:** Wisconsin law requires that the landlord maintain any smoke detectors located in any building common areas.

State law further requires that --**The Tenant Must Either Maintain Any Smoke Detector On the Premises, Or Give Landlord Written Notice When A Smoke Detector On The Premises Is Not Functional. The landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Maintenance shall include the provision of new batteries, as needed.**

**AGENCY NOTICE.** Tenant understands that any property manager, rental agent, or employees thereof are representing the Landlord.

**ATTACHMENTS:** Attachments checked below are attached to this Agreement and incorporated by reference.

Attachment	Check	Attachment	Check	Attachment	Check
Guarantee/Renewal/Assignment/Sublease		Security Deposit Addendum		Non-Standard Rental Provisions	X
Rules & Regulations	X	Promises to Repair		Code Violations	
Lead-Based Paint Disclosure & Pamphlet		Smoke Detector Notice	X	Anti-Drug Rules	X
Lead-Based Paint Addendum		Crime Free Addendum	X	Other:	

Landlord shall provide Tenant with a copy of this Agreement and any Rules and Regulations. Landlord shall give Tenant a check-in form

on or before the commencement of this tenancy. NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE

RIGHTS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR

LEGAL RIGHTS UNDER THIS CONTRACT. In Witness whereof, the parties have executed this Rental Agreement on:

**Date:** \_\_\_\_\_

**Landlord:** \_\_\_\_\_ **Tenant:** \_\_\_\_\_

**Tenant:** \_\_\_\_\_ **Tenant:** \_\_\_\_\_

**Tenant:** \_\_\_\_\_ **Tenant:** \_\_\_\_\_

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction. The Wisconsin Apartment Association recommends that users of this form consult their own legal counsel as to the suitability of the form.



## NONSTANDARD RENTAL PROVISIONS

THIS DOCUMENT IS HEREBY INCORPORATED INTO AND MADE PART OF THE ACCOMPANYING RENTAL AGREEMENT

**Address:** \_\_\_\_\_

In addition to the standard security deposit deductions allowable under ATCP 134, the undersigned parties agree that this Lease Addendum lists further allowable claims against the security deposit (if not paid by the Tenant by the end of tenancy).

### **Please Initial Your Acceptance of Each Item.**

- \_\_\_\_\_ 1. Unpaid late fees. Late fees are due immediately when incurred but if not paid will be deducted from the security deposit.
- \_\_\_\_\_ 2. Unpaid fees for checks returned from the bank not negotiated, at a rate of \$\_\_\_\_\_.  
Any check returned due to insufficient funds (NSF) or otherwise not clearing the bank upon initial deposit. The Landlord reserves the right to refuse payment by check if a check is returned. Any returned check fees are due immediately when incurred but if not paid will be deducted from the security deposit.
- \_\_\_\_\_ 3. Municipal code citations, charges to the Premises for trash, recycling or litter violations, building code and fire code violations due to Tenants or Tenant's guests.
- \_\_\_\_\_ 4. All charges related to the cost of re-keying if locks need to be changed for lockouts. Tenants is responsible for notifying Landlord if any lock is not in proper working order or not in acceptable condition. Tenants are responsible for using locks properly. In the event a tenant loses a key, and requests lock to be changed, tenant shall pay all the costs. Tenant may not gain entry by breaking into the premises or by otherwise damaging the premises. At the need of the lease term, time is of the essence in regards to key return by tenant. All apartment and other keys, including garage door opener, must be delivered together to Landlord at or before the Check-out time. Any keys not returned to Landlord at or before the time of Check-out, or left in the unit at time of check-out, will result in a re-key charge of \$100.00 for the first lock and \$50.00 for each additional lock or the locksmiths invoice whichever is greater. Mailbox re-keys are the locksmiths invoice.  
In the event tenant requests Landlord to unlock an apartment or other door for any reason, tenant agrees that they can be charged \$30.00 during normal business hours (call ahead to be sure we are in), and \$50.00 during non-business hours. Tenant understands that the Landlord is not under any obligation to unlock the door at any time. If you do become locked out of your apartment our only approved vendor is **American Lock and Key 608.782.7777** and you can pay them directly. If for any other reasons you request your locks to be changed or re-keyed tenants is responsible for the costs. **Keys may not be copied without Landlord permission.**
- \_\_\_\_\_ 5. Damage to Landlord's personal property or common areas of the building by Tenant and Tenant's guests.

- \_\_\_\_\_ 6. Charges for sub-letting, or re-letting in an effort to mitigate Tenant's damages if Tenant vacates Premises prior to the lease end, including showing costs, advertising and lower rent accepted by the Landlord. Current charge is \$30.00 per hour. (Subject to change with notice)
- \_\_\_\_\_ 7. All charges for cleaning the premises beyond normal wear and tear. You agree that the apartment will be cleaned and ready for the next occupant. If the apartment is not cleaned, we may deduct actual costs of performing cleaning services, either with an outside cleaning company or by our staff.
- \_\_\_\_\_ 8. Tenant agrees to arrange with Xcel Energy to have utilities switched over to tenant's responsibility from the first date on the lease until the last date on the lease. Any bill received by Landlord for utilities (not hooked up on time or stopped too soon) tenant agrees to pay those charges.
- \_\_\_\_\_ 9. Tenant agrees that, because the apartment is non-smoking, they will be fined \$100.00 plus the cost of apartment re-painting if it is found that smoking has been or is being allowed in the apartment.
- \_\_\_\_\_ 10. Tenant will be given thirty (30) days in which to pay their water/sewer/storm sewer bill to Landlord. After thirty (30) days and each subsequent thirty days, a \$5.00 late charge will be added to the payment due.
- \_\_\_\_\_ 11. Tenant agrees they can be fined \$25.00 per occurrence, plus the cost of cleanup, for allowing or leaving litter, trash (cigarette butts), pet feces or the like around their apartments. This includes leaving garbage cans; recycle bins or any unsightly object outside the apartments.
- \_\_\_\_\_ 12. Tenant agrees, unless noted in move-in report and verified by management, to have carpets professionally steam cleaned on the day they move out. (This can and must be done only by a vendor approved by management; tenants may not do their own). A receipt must be provided the Landlord or the tenant agrees the cost can be withheld from the security deposit.
- \_\_\_\_\_ 13. Any charges related to having a pet.
- \_\_\_\_\_ 14. No tape, adhesives, nails, pins, fasteners or hangers of any kind on the woodwork, doors, windows, door and window casing, ceilings, cabinets, light fixtures, appliances and floors. All repairs and repainting to repair unauthorized items in this paragraph may be charged against the security deposit. Small finishing nails are the only authorized item to be used to hang items on the walls. DO NOT attempt to repair any holes left from removing those nails, repairs can only be done by Landlord when you move. (So use nails sparingly) Any holes made by anything other than small finishing nails those repairs may be charged against your security deposit.
- \_\_\_\_\_ 15. All light bulbs, light fixtures and appliances are in good working condition. If appliances need repair resulting from tenant abuse or neglect, the tenant is responsible for the reasonable cost of those repairs. Tenants are not allowed to make repairs of any kind without approval of the Landlord. All charges above may be charged against the security deposit
- \_\_\_\_\_ 16. Tenant shall obtain a plunger for their own use. Responsibility for unplugging toilet or toilets caused from excessive paper or waste and/or foreign objects dropped in the toilet are the tenant's responsibility. If plumbing repairs or unplugging is needed caused by events not known to or not responsible of the Landlord, please call Coulee Region Mechanical 608.783.6950 to service your problem and pay them directly for their work. If this plumber is not available; please call the management office for an additional reference. All charges incurred by Landlord may be charged against the security deposit.
- \_\_\_\_\_ 17. Tenants are fully responsible to keep sidewalks and one car length in front of garage free and clear of any hazards' including but not limited to snow and ice. Tenant agrees that if they do not have snow and ice clear from sidewalk and car lengthen area in front of garage within 48 hours after snowfall or freezing rain Landlord will have those areas cleared and salted and tenant will be charge the cost for the work.

\_\_\_\_\_ 18. Tenants shall be held liable for any loss of rent incurred by Landlord and all other damages including hotel and meal costs incurred by Landlord for failure to leave premises in tentantable status.

\_\_\_\_\_ 19. All tenants, if more than one person, **are jointly and severally liable** for the full amount of any payments due under the lease. Acceptance of partial delinquent payments does not constitute a waiver of that default or any other default under this lease. Acceptance of individual tenant payments or taking other action against one or more tenants does not constitute a waiver of tenants joint and several obligations.

\_\_\_\_\_ 20. The following furnishings have been provided by the Landlord. (Strike if not applicable) Stove, refrigerator, dishwasher, window blinds, central air, light fixtures and ceiling fans.

\_\_\_\_\_ **Landlord's Right to Enter** - Tenant hereby grants the Landlord the right to enter into the premises during normal business hours when tenant has made a maintenance request whether in writing or verbally.

ATCP 134.06 (3) (a) Landlord may withhold from a tenant's security deposit only for the following: 1. Tenant damage, waste or neglect of the premises. 2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats. 3. Payment which the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent. 4. Payment which the tenant owes for direct utility service provided by a government owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment. 5. Unpaid mobile home parking fees which a local unit of government has assessed against the tenant under s. 66.0435 (3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment. 6. Other reasons authorized in the rental agreement according to par. (b).

(b) A rental agreement may include one or more nonstandard rental provisions which authorize a landlord to withhold from tenant's security deposit for reasons not identified under par. (a).The landlord shall include the nonstandard provisions, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss each nonstandard provision with the tenant before the tenant enters into any rental agreement with the landlord. If the tenant signs or initials a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and that the tenant has agreed to it.

**In witness whereof, these parties have executed this addendum to the lease:**

**Landlord/Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Resident**



## RULES AND REGULATIONS

This Addendum is a part of the Residential Rental Agreement (the Contract) dated \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between \_\_\_\_\_, Landlord and \_\_\_\_\_ Tenant(s).

### Initial(s) required.

\_\_\_\_\_ 1. **Guest Policy** – A guest, for a limited term, would be visiting for no more than a total of seven (7) days in a period of one month. Residents who wish to invite a guest for more than a seven (7) daytime period should submit a request in writing for management approval. No one is allowed to stay in your apartment past this period who is not part of the signed lease.

\_\_\_\_\_ 2. **Rent Payments:** All rental payments are due on or before the first (1<sup>st</sup>) day of each month. Personal Check, Money Order, or Cashier's checks are accepted in one check, MO or CC for the monthly total. If any rent is not paid on or before the first day of the month, a late payment fee will be charged as specified in the rental contract. Tenant agrees to pay a service fee to Landlord for a check returned unpaid for any reason (NSF, closed account, stop payment), as specified in the Rental Agreement. A returned check is not considered paid on time, and Tenant will be responsible to pay the late payment fee listed above. Since the Landlord has precise obligations that must be met on the exact due date, it is necessary that all rents be received by the first day of each month. Late fees do not release you from your duties to pay rent on time. Non-payment and late payment of rent or utility bills are a breach of the Agreement. After two returned check, personal checks will not be an accepted form of payment.

\_\_\_\_\_ 3. **Minimum 60 day notice to vacate required for month-to-month leases only.** Any anticipated termination of residency under a month-to-month lease requires a 60day prior written notice, served to management, in accordance with the lease terms and state law.

\_\_\_\_\_ 4. **Renter's Insurance:** Landlord shall not be responsible for damage to tenant's personal property by theft, fire, weather, water, sewer backup, mechanical failure, acts of nature, or other casualty loss, except when caused by the negligent acts or omissions of Landlord. It is Tenant's responsibility to obtain renter's insurance to insure personal property in the event of loss. **Renter's insurance is strongly recommended.** Renter's insurance is required with pets.

\_\_\_\_\_ 5. **Community Appearance/Common Areas:** Tenant must keep the exterior of the property free of trash. No trash is to be placed outside of the building (except in designated trash containers) more than 12 hours before the day of trash collection. Tenant is responsible for taking and retrieving the trash can from the curb on the appropriate trash day. Tenant will be responsible to reimburse Landlord for any citations issued to Landlord for violations of the local trash code in this regard. Landlord is not responsible for any stolen or discarded items belonging to Tenant that are left outside the confines of the leased premises. **NO TRASH CANS OR RECYCLING BINS ARE ALLOWED TO BE KEPT OUTSIDE; THEY MUST BE KEPT IN THE APARTMENT OR GARAGE. Nothing may be stored in the front of the apartments except hoses and bicycles in the summer. Tenants will be assessed a fine of \$30.00 plus the cost of clean-up if any trash/litter, storage bins of any kind, or any other unsightly objects are left outside the apartments.** Yards are to be kept free of toys and miscellaneous items keeping the neighborhood neat in appearance. No bouncing of balls or toys or any other items on the side of the apartment or roof. Do not leave bikes or the like on the driveways or in front of other apartments.

\_\_\_\_\_ 6. **Recycling Laws:** Please recycle according to the rules and regulations of your area. Properly secure your trash to help keep the grounds and neighborhood litter-free. Tenant agrees to reimburse Landlord for any fines for failure to properly sort and recycle their trash. Replacement of missing, lost or stolen bins will cost the Tenant currently \$25.00.

\_\_\_\_\_ 7. **Pets:** Pets are not permitted in and about the premises unless specifically authorized by Landlord in writing. Tenant will be assessed a \$100.00 fee for any unauthorized pet at the premises, plus \$10.00 per day thereafter until the pet is removed. Unauthorized pets are deemed a breach of the Agreement. **NO PETS OF FAMILY OR FRIENDS ARE ALLOWED IN THE APARTMENT OR PROPERTY.**

**No day care or night care of pets.**

\_\_\_\_\_ 8. **Subleasing:** If Tenant desires to sublet the premises, Landlord must approve any sublet in writing prior to occupancy of the new resident. Tenant understands and acknowledges that Landlord approval of any sublease shall not release Tenant from the obligations of the Agreement in the event that the sub-lessee fails to comply with the Agreement. Tenant agrees to the following terms in regards to subleasing:

- a. Tenant agrees to pay a \$300.00 subleasing fee to Landlord for any sublet.
- b. The responsibility and cost of finding a sub-lessee belongs entirely to Tenant.
- c. The sub-lessee is required to be approved by Landlord through an approved application form before being allowed to occupy the premises.
- d. Tenant and sub-lessee must sign a sublet agreement in the presence of Landlord.
- e. Subleasing is only granted with Landlord consent. The premises will be transferred to sub-lessee in "as-is" condition, with all terms and conditions of the Agreement applying.

\_\_\_\_\_ 9. **Cleaning of Premises:** Tenant shall maintain all interior and exterior areas of the premises in a clean and sanitary condition, free from debris, garbage and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes vacuuming any carpet, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances. Carpet cleaning is recommended during occupancy. Please call America's Best 608.782.6995 and pay them directly for their work. If any other professional carpet cleaner is to be used, the Landlord must give written consent. NO self operated carpet shampoo machines without written consent of the Landlord. This provision in no way affects the obligation of Landlord to maintain the premises in a fit and habitable condition during tenancy.

\_\_\_\_\_ 10. **Maintenance:** Tenant agrees to immediately inform Landlord of any hazardous or potentially hazardous condition which may develop or has developed in, near, or around the premises and/or the building which may cause damage to the building or injury to persons. The cost of repair for any damage to the premises or building due to the acts of Tenant or tenant's guests, or failure to notify Landlord of a problem, will be repaired by Landlord and charged to Tenant at professional rates for supplies and labor. Tenant shall take reasonable care of the premises, including closing windows if rain is entering unit, and preventing water from shower/toilet/sink from causing damage to property. **Tenant to keep sidewalks and the area one car lengthen out from the garage clear of any and all hazards including but not limited to ice and snow.**

\_\_\_\_\_ 11. **Security:** Notwithstanding anything stated in this lease to the contrary or any representations made in advertising or by Landlord, and not withstanding any security measures at the property, Landlord is not responsible for providing security relative to Tenant, tenants' guests, the leased residence, or the property.

\_\_\_\_\_ 12. **Refund of Security Deposit:** Tenant must comply with the following:

- a. All rent must be paid in full and received by Landlord. Tenant may not use the Security Deposit for the last month's rent.
- b. Tenant's forwarding address must be provided or security deposit will be returned to the last known address.
- c. No damages, except normal wear and tear, noted during check out procedures with tenant.
- d. All terms of the Nonstandard Rental Provisions are met.
- e. All terms of the Rules and Regulations are met.

\_\_\_\_\_ 13. **Water Heater/Grills:** There is a legal maximum thermostat setting for water heaters established for your safety. You are required to notify Landlord if the hot water is not adequate in your building rather than making any adjustment yourself. All cooking grills are to be maintained at least 15 feet from the building or portion thereof. Grills are not permitted on any wooden decks.

\_\_\_\_\_ 14. **Smoke Detectors Save Lives:** Tenant must notify Landlord in writing of any problems with smoke detectors. Smoke detectors are not to be removed or batteries removed in accordance with Wis. Stat. 941.12, which states in part, "whoever interferes with, or removes, or tampers with, without authorization, any smoke detector, fire extinguisher, fire hose or any other fire equipment is guilty of a felony." ALL REQUIRED SMOKE DETECTORS HAVE BEEN PROPERLY INSTALLED.

\_\_\_\_\_ 15. **Altering Appearance of Property:** Tenant is prohibited from posting signs, signals, illuminations, symbols, advertisements or any type of equipment or foreign object on, inside, or outside windows/balconies or doors. Any object visible from a public or common area must be required to be removed at Landlord's request. Tenant may not attach or place any antennas, satellite dishes, or other electrical connections on the building without prior written landlord approval. Tenant may not paint premises without prior written approval. **No satellite dishes are allowed.**

\_\_\_\_\_ 16. **Smoke Damage:** **APARTMENTS ARE NON-SMOKING!!** Smoke damage is not considered normal wear and tear. If Tenant chooses to smoke or permit smoking within the premises Tenant agrees they can be fined \$100.00. And should damage to the premises or building occur from cigarette or cigar smoke, or candle soot, tenant will be responsible for any costs associated with restoring the premises, including but not limited to: painting, sealing of walls and ceiling, cleaning or replacement of blinds, cleaning, repairing damages to carpet, cost of removing odors in all rooms, and cleaning all fixtures upon vacating. **Candle burning is restricted to soy candles only! They do not soot.**

\_\_\_\_\_ 17. **Parking:** There are three parking spaces for your apartment: the garage, in front of the garage and directly in front of your apartment. Please do not use the neighbor's parking space or allow company to do so. **Trailers, campers, boat trailers and the like may not be parked on the property they must be parked on the street. Do not park on the grass!** Tenants must accommodate at snow plowing time and not leave their vehicles in the way when the snow plow is present.

\_\_\_\_\_ 18. **Furnace Filters:** Bi-monthly you will find a new furnace filter outside your door. You are responsible for changing your furnace filter. The orientation arrows should be pointing in towards the furnace. If it is found through maintenance you are not changing the filter you can be held responsible for damage caused by a filter plugged with dust, dirt and debris from not being changed.

\_\_\_\_\_ 19. Tenants are fully responsible to notify the Landlord verbally and in writing if they suspect there may be excessive water usage from any malfunction in the apartment. Furthermore, after reporting any malfunctions to the Landlord, Tenant will make every effort to accommodate the Landlord and/or their contractors by granting access to the apartment. Please check often to make sure that there is not excessive faucet drips, toilet malfunctions, or any other leaks that may cause excessive water usage. Landlord will bear no responsibility for payment of high water/sewer/storm sewer bills due to malfunctions that are left unreported and unprepared.

\_\_\_\_\_ 20. **Water Beds:** Water beds are not permitted!

\_\_\_\_\_ 21. **Water Softeners:** If you wish to install a water softener Culligan is our only approved vendor!

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Premises Address

