

RESIDENTIAL RENTAL AGREEMENT

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

3 **TENANT:** (_____ adults and _____ children)

LANDLORD: Mark and Kristen Brockberg

4 _____
5 _____
6 _____

Agent for Footstep Management LLC 608-797-5097
service of (name) (phone)
process 575 Lester Ave. Suite 300
(address)

7 **PREMISES:** Building Address
8 Rhyme Street
9 (street)
10 West Salem, WI 54669
(city, village, town) (state) (zip)

Onalaska, WI 54650
(city, village, town) (state) (zip)

11 Apartment/room/unit: NA

Agent for Footstep Management LLC Same
maintenance, (name) (phone)
management Same as above
(address)

12 Other: _____
13 Included furnishings/appliances: refrigerator, range, oven
14 other (list or attach addendum): _____
15 _____
16 _____

Agent for Footstep Management LLC
collection (name) (phone)
of rents Same as above
(address)

18 _____
19 **RENT:** Rent of \$ _____ for Premises and
20 \$ _____ for other (specify _____)

TERM: (Strike either (a) or (b) enter complete date.)
(a) Month to month beginning on NA; or
(b) For a term of 11.8 months beginning on _____
and ending on Noon,

21 is to be received no later than the 1st (First) day of each month
22 and is payable at 575 Lester Ave. Suite 300, Onalaska
23 If rent is received after 1st at 5 PM
24 the Tenant shall pay a late fee of \$ 100.00

NOTE: An Agreement for a fixed term expires without further
notice. If tenancy is to be continued beyond this term, parties
should make arrangements for this in advance of the expiration.

25 Charges incurred by Landlord for Tenant's returned checks are
26 payable by Tenant. Landlord shall provide a receipt for cash
27 payments of rent. **All tenants, if more than one, are jointly and**
28 **severally liable for the full amount of any payments due**
29 **under this Agreement.** Acceptance of a delinquent payment
30 does not constitute a waiver of that default or any other default
31 under this Agreement. Other Landlord or Tenant obligations:
32 _____

| UTILITIES: | Check if paid by: | Landlord | Tenant |
|------------------------|-------------------|----------|--------|
| Electricity | _____ | _____ | ✓ |
| Gas | _____ | _____ | ✓ |
| Heat | _____ | _____ | ✓ |
| Air Conditioning | _____ | _____ | ✓ |
| Sewer/Water | _____ | _____ | ✓ |
| Hot Water | _____ | _____ | ✓ |
| Trash | _____ | ✓ | _____ |
| Other <u>Recycling</u> | _____ | ✓ | _____ |

33 Rent is for 4 Tenants. Rent for 5 tenants is \$1275.00
34 Rent for 6 tenants is \$1350.00. 6 Tenant Maximum
35 _____
36 _____

If utilities or services payable by Tenant are not separately
metered, tenant's share of payments are allocated as follows:
Water/Sewer billed quarterly by Landlord

37 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 1000.00 to be held by
38 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one
39 (21) days after an event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written
40 statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security
41 deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days
42 Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,
43 normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1).
44 Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

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

54 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure
55 by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may
56 amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such
57 amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if
58 applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

59 **NOTICE TO VACATE: Lease for Term** – No written notice is required to terminate a lease for term because the lease automatically ends on the
60 last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to
61 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy** – Written
62 notice must be received by the other party at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month to month
63 tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a
64 calendar month.

65 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of
66 Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all
67 governmental orders, rules and regulations related to the Premises, including local housing codes.

68 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and
69 acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to
70 taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received
71 less normal wear and tear.

72 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises
73 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in
74 accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under
75 this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated,
76 surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed
77 to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when
78 Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or
79 renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and
80 apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency.
81 If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the
82 Premises abandoned unless rent has been paid for the full period of the absence.

83 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence
84 of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may
85 dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property
86 that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment,
87 which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will
88 give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail,
89 or certified mail to Tenant's last known address, prior to disposal.

90 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care
91 for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any
92 unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything
93 which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in
94 Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for
95 the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be
96 unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is
97 located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

98 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which
99 Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or
100 interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or
101 damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/
102 or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or
103 damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

104 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage
105 in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord
106 may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or
107 before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or
108 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful
109 enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their
110 residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an
111 agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or
112 near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not
113 necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

114 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use
115 on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation
116 devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord,
117 create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

118 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those
119 portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's
120 control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord,
121 normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises,
122 commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance
123 of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written
124 approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises
125 they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

126 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord.
127 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling
128 of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not
129 apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs
130 incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate
131 Tenant's tenancy for violating this provision.

132 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found
133 on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence,
134 failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

135 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon
136 twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with
137 applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and
138 Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing
139 the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

140 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should
141 Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant
142 to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with
143 such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the
144 rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the
145 Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, this lease
146 may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided
147 in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3).
148 These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has
149 all rights, and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

150 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant
151 is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is
152 responsible for rent.

153 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

154 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised
155 date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of
156 repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

157 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless
158 indicated otherwise in writing.

159 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property
160 and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant
161 may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

162 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

163 1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or
164 should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to
165 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
166 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,
167 (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
168 subsequently invited the person to be the tenant's guest.

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

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

173 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may
174 terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior
175 to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises
176 are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

177 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely
178 payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original
179 rental agreement unless other arrangements have been made in writing.

180 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

181 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties
182 may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

183 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental
184 agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect
185 without the invalid provisions.

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

189 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before,
190 vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.
191 *Time is of the essence* means that a deadline must be strictly followed.

192 **SPECIAL PROVISIONS: All forms at lease signing are made part of this Agreement.**

193 **Initial Lease is 360 days and last months rent is not pro-rated.**

194
195 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable,
196 for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

197 **Pets and water beds are not permitted unless indicated otherwise in writing.**

198 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

| | | |
|-----------------------------------|----------------------------|--------------------------|
| 199 OWNER / AGENT OF OWNER | Signature: _____ | (date) _____ |
| 200 | Print Name: Jeffery Pralle | (date) |
| 201 | Signature: _____ | Signature: _____ |
| 202 | Print Name: _____ (date) | Print Name: _____ (date) |
| 203 | Signature: _____ | Signature: _____ |
| 204 | Print Name: _____ (date) | Print Name: _____ (date) |

NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your Landlord may assess and withhold from your security deposit.

Name of Tenant(s):

Sample

Address of Premises: Rhyme St

(Street)

West Salem, WI 54669

(City, State, Zip)

Note: Landlord may strike (x) any provisions that are not applicable and/or add any additional provisions as needed.

1. 1 **LATE FEE:** A late fee of \$ 50.00 will be charged as set forth in the rental agreement upon all late rental payments. These fees may be deducted from Tenant's security deposit.
2. 3 **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by Tenant is returned unpaid due to insufficient funds or for any other reason, Tenant will be charged a fee of \$ 45.00 per occurrence. If Landlord incurs any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other reason, Tenant will also be charged the actual costs incurred by Landlord as a result. These fees and costs may be deducted from Tenant's security deposit.
3. 8 **GARBAGE/TRASH REMOVAL:** If Tenant leaves garbage or trash in hallway, outside of door of unit, or in any other common area of building or grounds which is not designated for the deposit of garbage or trash, Tenant will be charged a fee of \$ 45.00 plus the actual costs incurred by Landlord to remove the garbage or trash. These fees and costs may be deducted from Tenant's security deposit.
4. 12 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the Tenant's responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinance. If Tenant fails to separate recyclable materials and deposit them in the appropriate containers, Tenant will be charged a fee of \$ 45.00 for each occurrence plus the actual costs incurred by Landlord to properly dispose of the recyclables. These fees and costs may be deducted from Tenant's security deposit.
5. 17 **LAWN MOWING/SNOW REMOVAL:** If Tenant fails to mow the lawn and/or remove snow from sidewalks or other designated areas within a reasonable time period, Tenant will be charged a fee of \$ 45.00 plus the actual costs incurred by Landlord to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs imposed on Landlord due to Tenant's failure to comply with law or local ordinances regarding lawn mowing and/or snow removal. These fees and costs may be deducted from Tenant's security deposit.
6. 22 **PARKING:** Tenant may park his/her vehicle in the designated area or space as set forth in the rental agreement. If Tenant parks his/her vehicle anywhere other than the designated area or space Tenant will be charged a fee of \$ 25.00 for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the Premises and the above-mentioned fee will also be charged to Tenant for each day that this rule is not followed. Tenant must ensure that all visitors follow the rules or risk being charged the above-mentioned fees. These fees may be deducted from Tenant's security deposit.
7. 28 **FAILURE TO PERMIT ACCESS TO UNIT:** If Tenant fails to permit access to unit after Landlord has properly complied with all notice provisions set forth in Wis. Stat. ch. 704 and Wis. Admin. Code § ATCP 134, Tenant will be charged a fee of \$ 45.00 for each occurrence. Tenant will also be charged for any damages and/or costs incurred by Landlord as a result of Tenant's failure to allow access to unit. These fees and costs may be deducted from Tenant's security deposit.
8. 33 **RETURN OF KEYS/GARAGE DOOR OPENER:** If Tenant fails to return all keys including, but not limited to, mailbox, laundry, and storage keys, as well as garage door openers upon vacating, Tenant will be charged a fee of \$ 175.00. These fees may be deducted from Tenant's security deposit.
9. 36 **DAMAGE, WASTE OR NEGLECT:** Tenant is responsible for any damage, waste or neglect to the Premises including, but not limited to, the building, grounds upon which the building sits, rental unit, and any common areas. The Premises should be left in the same condition that it was received less any normal wear and tear. If there is any damage, waste or neglect to the Premises, Tenant will be responsible for all costs incurred by Landlord to remedy the damage, waste or neglect or, if Landlord performs the work, Tenant will be responsible for the time Landlord spent to remedy the damage, waste or neglect at a rate of \$ 50.00 per hour plus the costs of any materials. These fees and costs may be deducted from Tenant's security deposit.

10. 43 **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the prior written
44 consent of Landlord. If Tenant makes modifications to unit without the prior written consent of Landlord then
45 Tenant will be charged the actual costs to return the unit to its original condition. These costs may be deducted
46 from Tenant's security deposit.

11. 47 **REMOVAL OF ABANDONED PROPERTY:** If Tenant leaves behind any personal property after vacating or if
48 Tenant's personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant
49 will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant's personal property.
50 These fees and costs may be deducted from Tenant's security deposit.

12. 51 **RE-RENTAL COSTS:** If Tenant vacates the unit without proper notice or is removed from the property for failure
52 to pay rent or any other breach of rental agreement, Tenant will be responsible for all charges permitted under
53 Wis. Stat. § 704.29 including, but not limited to, all costs incurred to re-rent the vacated unit and all utilities for
54 which Tenant is responsible through the end of the term of the rental agreement, subject to Landlord's duty to
55 mitigate. These charges may be deducted from Tenant's security deposit.

13. 56 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If Tenant remains in possession of the premises
57 without the consent of Landlord after expiration of lease or termination of tenancy by notice given by either
58 Landlord or Tenant, or after termination by valid agreement of the parties, Tenant shall be liable for any damages
59 suffered by Landlord because of Tenant's failure to vacate within the time required. In absence of proof of greater
60 damages, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the
61 time Tenant remains in possession. Should Tenant's hold over result in the loss of any portion of rent by Landlord,
62 Tenant shall be responsible for any lost rent. These charges may be deducted from Tenant's security deposit.

14. 63 **RENTAL PROMOTION/CONCESSION:** If Tenant vacates the rental unit prior to the end of the rental term, is
64 evicted prior to the end of the rental term, or if Tenant's tenancy is terminated for any reason prior to the end
65 of the rental term, Tenant will forfeit any rent promotion/concession received. Any forfeited rent promotion/
66 concession will be treated as unpaid rent and will immediately become due and payable by Tenant. Any forfeited
67 rent promotion/concession may be deducted from Tenant's security deposit.

15. 68 Utilities: Tenant agrees to arrange to have the utilities switched over to the tenant's
69 responsibility beginning on the first day of the lease term, until the last day of the lease term. Any bill the Landlord recives, the
70 tenant agrees to pay the Land:ord as invoiced plus a \$15.00 service fee. Cost can be deducted from tenants security deposit

16. 71 Addendum A to the Non Standard Rental Provisions are made part of these Non Standard Rental Provisions
72 listed above and made part of the entire Rental/Lease Agreement
73 _____

74 Tenant acknowledges that Landlord or Landlord's agent has specifically identified each nonstandard rental
75 provision with Tenant prior to entering into a rental agreement.

76 Date: _____ Tenant Signature

77 _____ Owner/Agent of Owner Signature _____ Tenant Signature

78 _____ Tenant Signature

79 _____ Tenant Signature

80 **When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a
81 tenant's security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility
82 service owed by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed
83 by the tenant that was provided by a government-owned utility, to the extent that the landlord becomes liable for tenant's
84 nonpayment; (e) unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under Wis.
85 Stat. § 66.0435(3), to the extent that the landlord becomes liable for the tenant's nonpayment. The landlord shall specifically
86 identify each provision with the tenant(s) prior to entering into a rental agreement with the tenant. When tenant initials each
87 nonstandard rental provision and tenant(s) signs at the end of document, it will be rebuttably presumed that the landlord has
88 specifically identified the provision with the tenant and that the tenant has agreed to it.
89 Wis. Stat. § 704.28(2).

“ADDENDUM A” TO THE NON- STANDARD RENTAL PROVISIONS

***** This addendum become part of your rental agreement**

THE NONSTANDARD RENTAL PROVISIONS LISTED BELOW ARE PART OF YOUR RENTAL AGREEMENT AND LSITS VARIOUS CHARGES AND COSTS THAT YOUR LANDLORD MAY ASSESS AND WITHHOLD FROM YOUR SECURITY DEPOSIT

_____ Rhyme St., West Salem, WI 54669

Note: Landlord may strike (x) any provision that are not applicable and/or add any provisions as needed.

_____ **1. RE-RENTAL COSTS:** Charges for re-renting in an effort to mitigate Tenant’s damages if tenant request to vacates premises prior to the lease end. (Paid advertising is extra tenant cost). Tenant agrees to pay a fee of **\$350.00** (Paid up front to begin the process) for re-renting the apartment. Tenants are obligated and agree, under the lease agreement, to continue paying rent and utilities until the new tenant (s) occupy the apartment. These fees and costs above may be deducted from the tenant’s security deposit. **NOTE: Please understand whether you are Evicted or just vacate without proper notice you are still , per WI Statues, responsible for rent and utilities until the new tenant or tenants occupy the unit!!**

_____ **2. CLEANING CHARGES:** 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. These fees and costs may be deducted from the tenant’s security deposit.

3. WATER/SEWER PAYMENTS: Tenants will be given thirty (30) days in which to pay their water/sewer/storm sewer bill to Landlord, from invoice date. A monthly late fee of **\$20.00** will be added to the amount due. If the balance is not paid within 90 days from invoice date it will be deemed a breach of the rental contract and further action will be taken. Such fees, balances and costs may be deducted from the tenant's security deposit.

4. PETS: Tenant will be assessed a fee/fine of **\$500.00** if it is found that you have or had any pet on the property, other than an approved pet with a signed agreement, or in your unit and/or any damages caused by having the pet on the property or in the apartment. These fees, fines and costs may be deducted from tenant's security deposit. **THIS INCLUDES ANY ESA OR SERVICE DOGS NOT APPROVED IN ADVANCE WITH AGREEMENT SIGNED, NO EXCEPTIONS.**

6. PLUMBING: 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 responsibility of the Landlord, **you MUST** call a Licensed Plumber to service your problem and pay them directly for their work (**Other than plunging, tenants may not do plumbing work on their own**). All charges incurred by Landlord may be deducted from tenant's the security deposit.

7. NON-SMOKING: Tenant will be assessed a fee/fine of **\$500.00** plus the cost of apartment painting if it is found that smoking has been or is being allowed in the apartment/garage. This fine will also apply for any smoking on the property or in the garage. **No smoking includes but is not limited to; any tobacco products, including marijuana. Smoking also includes the use of Electronic cigarettes, cigars or pipes, which is any device that provides a vapor of liquid nicotine and/or other substances to the user that stimulates, NO VAPING. This includes the entire property.** These fees/fines and costs incurred by the landlord may be deducted from the tenant's security deposit.

8. UNAUTHORIZED TENANT: If you allow an unauthorized person to move into your apartment, **not approved in advance**, including signing the lease, tenant (s) agree they will be assessed a fee/fine of **\$500.00**, and be subject to eviction as a material breach of the rental agreement. Such charges may be deducted from the tenant's security deposit.

9. CANDLE/INCENSE BURNING: Candle/Incense burning is not allowed in the apartments. Smoke from candle/Incense burning is not normal wear and tear. Tenant (s) agree they can be fined **\$500.00** for candle or incense burning in the apartment. Such charges may be deducted from Tenants security deposit.

10. PICTURES AND WALL ITEMS: ONLY small nails may be used sparingly to hang pictures and other items. **No Command strips, no sticky items, NO large plugs or hooks may be used. No large brackets for TV's.** If tenant choses to use such items that are prohibited in this list there will be a charge incurred per item for each repair done. Such fees and costs may be deducted from the tenant's security deposit.

Tenant acknowledges that landlord or landlord's agent has specifically identified each nonstandard rental provision with tenant. Tenant acknowledges that they had the opportunity to review each Non-Standard Rental Provision prior to entering into this agreement.

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

Date: _____

Tenant Signature _____

Tenant Signature _____

Landlord/Agent _____

When To Use: A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenants' security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment; (e) unpaid monthly municipal permit fees assessed against a tenant by a local unit of government under 66.0435(3), Wis. Stats., to the extent that the landlord becomes liable for the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant prior to entering into a rental agreement with the tenant. When the tenant initials each nonstandard rental provision and tenant signs at the end of document, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant and that the tenant has agreed to it. Wis. Stat # 704.28 (2)

RULES AND REGULATIONS

Sample

Tenant(s): _____

Address of Premises: Rhyme St West Salem WI 54669
(Street) (City, State, Zip)

These Rules and Regulations are incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of the Rules and Regulations and those contained in the Residential Rental Agreement, the terms and conditions of the Rules and Regulations shall be controlling.

GENERAL

- 1 These Rules and Regulations are necessary to insure the proper use and care of the property as well as to insure the protection and safety of the landlord, his employees, other tenants, and neighbors.
- 2 Tenant will be responsible for the conduct of any and all family members, guests, invitees, and/or others under tenant's control.
- 3 The term "tenant" is defined broadly and includes, all persons named in the rental agreement, their family members, guests, invitees, and/or others under their control.
- 4 Landlord will not tolerate criminal activity or any other activity that disturbs others or damages the property.
- 5 Landlord has the right to make other reasonable rules and regulations as may be necessary for the safety of others and the property.
- 6 A violation of these Rules and Regulations constitutes a material breach of tenant's rental agreement and may result in termination of tenancy and eviction.
- 7 These Rules and Regulations will be enforced strictly and without exception.

USE OF PROPERTY

- 8 The term "property" is defined broadly and includes, but is not limited to, the home or apartment building, individual rental units, common areas, grounds upon which the home or apartment building is located, and any other associated physical structures.
- 9 The property is to be used as a personal residence only and is for the individuals listed on the rental agreement only.
- 10 The property shall not be used to operate any form of business for any reason, including but not limited to, a child-care facility.
- 11 The property shall not be used for any illegal activity whatsoever or for any activity that in the opinion of the landlord will damage the property.
- 12 Tenant shall not do anything on the property that may increase the risk of fire or compromise safety, increase the landlord's insurance premiums, or which would be a violation of state or local laws or regulations.
- 13 Tenant shall not keep any hazardous items on or inside of property including, but not limited to, paint, lacquer, turpentine, paint thinner, acetone, gasoline, motor oil, pesticides, herbicides, kerosene, propane, lighter fluid or any other hazardous, flammable or combustible items.
- 14 Tenant shall not possess or use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of landlord, create an unreasonable risk of injury or damage, without the prior written consent of landlord.
- 15 Tenant is prohibited from using any portion of the basement or attic as a living quarters including, but not limited to, for sleeping.
- 16 No rummage sales, or sales of any kind, may be held on the property without the prior written consent of landlord.
- 17 No car washes, for profit or otherwise, may be held on the property without the prior written consent of landlord.
- 18 Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended.
- 19 Tenant agrees not to destroy, deface, damage, or remove, any part of the property.

APPEARANCE & UPKEEP OF PROPERTY

- 20 Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the rental unit or on the property without the prior written consent of landlord.
- 21 Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets, or sheets are not allowed.
- 22 Tenant agrees to keep the rental unit in a clean, safe, and sanitary condition and not litter the property.
- 23 Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall only use the proper wattage of bulb as specified on the light fixture.
- 24 Tenant is responsible for replacing any batteries for smoke alarm and carbon monoxide detectors located within the rental unit.
- 25 Tenant agrees to regularly and properly dispose of garbage and recyclable materials and to place such items in the proper receptacles provided for that purpose.
- 26 Neither garbage nor recyclable materials shall be kept on the porch, common areas, or grounds. Tenant agrees to comply with any and all laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials.
- 27 If tenant wishes to dispose of any large items, it is the responsibility of tenant to make special arrangements in accordance with local ordinances and laws, to dispose of such items. Any charges incurred by landlord as a result of tenant's failure to comply with the above will be the responsibility of the tenant.

Initial Tenant 1 _____ Initial Tenant 2 _____ Initial Tenant 3 _____ Initial Tenant 4 _____

- 28. Tenant agrees to keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common areas or on the grounds and will be immediately removed and disposed of by landlord. Any costs incurred by landlord to remove tenant's property will be the tenant's responsibility.
- 29. Tenant shall cooperate with the landlord to keep common areas and grounds in a safe and clean condition.
- 30. Tenant agrees to promptly notify landlord of any maintenance or repair issues.

MODIFICATIONS TO PROPERTY

- 31. Tenant is prohibited from making any alterations, additions, or improvements to the inside or outside of the property, including but not limited to, painting, varnishing, wallpapering, or installing any fixtures, without the prior written consent of landlord.
- 32. Should tenant make any alterations, additions or improvements in violation of the above, landlord may immediately remove it and tenant will be responsible for all costs incurred by landlord to return the property to its original condition.
- 33. Tenant is not authorized to instruct any contractors hired by landlord to provide any additional services not previously authorized by landlord.

DAMAGE, WASTE, OR NEGLECT

- 34. If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by tenant, tenant will be responsible for the repair costs incurred by landlord.
- 35. Tenant must reimburse landlord within ten (10) days of demand for any damage, waste, or neglect to the property and/or any other amounts owed due to tenant's failure to follow these Rules and Regulations.

CHANGING LOCKS

- 36. Tenant will not install additional or different locks or gates on any doors or windows in the property without the prior written consent of landlord.
- 37. If landlord approves tenant's request to install or change locks, tenant agrees to provide landlord with a new key within twenty four (24) hours.
- 38. Tenant will be responsible for any repair costs incurred by landlord to gain entry to property if tenant does not provide landlord with a new key within twenty four (24) hours.
- 39. Tenant shall not give any keys to the property to any person other than those listed on the rental agreement without the prior written consent of landlord.

PLUMBING

- 40. Tenant will be responsible for the cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities by tenant.
- 41. Tenant will not dispose of any cloth, metal, glass, wool, plastic, condoms, feminine hygiene products, or similar items in the toilet, sink, or garbage disposal.
- 42. Tenant will immediately report to landlord in writing if any pipes or faucets are leaking or if any toilet continues to run. If tenant fails to notify landlord, then tenant will be responsible for any increased water bill.
- 43. Tenant will not leave water running except during actual use.
- 44. Tenant will only do laundry in designated areas and during the posted hours unless otherwise approved by landlord.

SMOKING

- 45. No smoking is allowed on the property at any time unless otherwise indicated in writing by landlord.
- 46. Any damage to the property as a result of tenant's smoking will be the tenant's responsibility.

WATERBEDS

- 47. No furniture filled with liquid, including but not limited to waterbeds, is allowed on the property without the prior written approval of landlord.

LOITERING

- 48. Tenant will not loiter, congregate, or play in common areas of the building, including but not limited to the hallways, stairways, basement, garages, storage areas, and driveways.

NOISES & ODORS

- 49. Tenant will not make or permit noises, odors, or other acts that will disturb the right or comfort of other tenants and/or neighbors. Tenant agrees to keep the volume of any radio, stereo, television, computer, musical instrument, or any other device at a level that will not disturb other tenants or neighbors.

GUESTS

- 50. Tenant is responsible for the conduct of any and all guests.
- 51. No guest may reside in the property for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3) consecutive days within any one (1) month period.
- 52. No guest shall remain on the property unless tenant is also present.

PETS

- 53. Pets are not permitted on the property at any time without the prior written consent of landlord.

GRILLING

- 54. No grilling is allowed within ten (10) feet of the property.
- 55. No grilling is allowed on any balcony or porch.
- 56. Only covered grills are allowed to be used - no fire pits or bonfires allowed.
- 57. Any grilling materials must be removed from common areas and/or grounds after use.
- 58. Indoor storage of gas grills, gas tanks, charcoal, or lighter fluid is prohibited.

Initial Tenant 1 _____ Initial Tenant 2 _____ Initial Tenant 3 _____ Initial Tenant 4 _____

SUBLETTING / ASSIGNMENT

59. Tenant shall not assign or sublet the property, or any part of the property, without the prior written consent of landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, Homeaway, or VRBO.

VEHICLES

- 60. Only vehicles authorized by landlord may be parked on property.
- 61. Tenant must register the license plate number, model, and make of tenant(s) vehicle(s).
- 62. Vehicles of tenant's guests must be parked in designated spaces; if any, otherwise they must be parked on the street.
- 63. Tenant's guests or invitees may not park their vehicles in other tenant's parking spaces.
- 64. Tenant shall not park any unregistered, unlicensed, or inoperable vehicles on the property.
- 65. Tenant shall not park any commercial or recreational vehicles on the property without the prior written consent of landlord.
- 66. At no time is tenant allowed to repair vehicles on the property, including but not limited to, changing flat tires and/or changing oil.
- 67. Any unauthorized, unregistered, or inoperable vehicles on the property may be ticketed and/or towed.
- 68. Tenant shall not drive any vehicle on the grass or sidewalk at any time.
- 69. Vehicles must be maintained in reasonably good repair and shall not drip fluids or cause damage to landlord's property.
- 70. If tenant's vehicle causes any damage to the property, such costs to repair, will be the tenant's responsibility.
- 71. Tenant shall not wash any vehicles on the property without the prior written consent of landlord.

INSURANCE

72. It is tenant's responsibility to obtain insurance coverage for their personal property stored on the property. Landlord shall not be responsible for any loss or damage to tenant's property unless the loss or damage was the result of landlord's negligent acts or omissions.

NON-WAIVER

73. Any failure to act by Landlord with regard to any specific violation or breach of these Rules and Regulations by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant.

ADDITIONAL RULES AND REGULATIONS:

- 74. BEDROOMS: As stated in our Policy Statement, we allow only 2 persons per bedroom to occupy the apartment. This also means that
- 75. ONLY the bedrooms are to be used for the tenants to sleep. It is a material breach of this agreement otherwise.
- 76. Keys: Tenants may not copy their keys. I will supply you with additional keys as needed. The landlord is not obligated to unlock your
- 77. door at any time. If we are available and do so there may be a charge incurred: daytime \$40.00, after hours \$75.00 to \$100.00
- 78. Smoking: Is not allowed in the apartment, hallway or garage. Tenants and guest MUST smoke at least 6 feet from your unit.
- 79. Fines per the Non-Standard Rental Provisions, Addendum A #7 will apply.
- 80. Quiet Hours/Parties: Tenant agrees to keep the volume of any item, radio, stereo, TV, computer, musical instrument, or any other
- 81. device at a level that will not disturb the other tenants. Quiet type hours must be observed at all hours, ANY
- 82. excessive noise will not be tolerated. Normal everyday living sounds will be heard by other tenants and all should
- 83. understand this, please respect each other.
- 84. Guests: No guest is allowed on this property who is a registered sex offender, or who has an unacceptable felony conviction at the
- 85. landlord's discretion. NO EXCEPTIONS!!!!
- 86. Grills: Grill are not permitted to be left in front of the apartments!!! Gas Grills are the only type allowed on the decks.
- 87. _____
- 88. _____

A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT.

Tenant _____ Signature _____ Date _____ Tenant _____ Signature _____ Date _____

Tenant _____ Signature _____ Date _____ Tenant _____ Signature _____ Date _____

Owner/Agent of Owner _____ Signature _____ Date _____

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This addendum becomes part of your rental agreement.

Date: _____

Tenant(s): _____

Sample

Address: Rhyme St Apt./Unit No.: _____

City: West Salem State: WI Zip: 54669

ADDITIONAL RULES AND REGULATIONS AS FOLLOWS:

A. Renter's insurance is required of every tenant and FOOTSTEP PROPERTIES LLC must be named on the policy as 3rd Party Interest or Additional Interested party. Keys will not be handed over to the Tenant (s) unless proof of renter's insurance is received prior to check in or at check in. It must be a copy of the insurance binder from your your insurance company. Tenant agrees to find a company that will add a additional interested or 3rd party interest.

B. CARPET CLEANING: Tenant agrees to have carpets professionally steam cleaned annually, before the beginning of the new lease period or at the end of their lease or move out. This can and must be done only by a vendor approved by the landlord; tenants MAY NOT do their own, no self operated machines.

C. Only artificial Christmas trees are allowed, no live trees!!!!

D. Do NOT put any extension cords under rugs. Use heavy duty power strips as needed

E. Garages: Garage must be kept closed except during actual use. Garages may not be used exclusively for storage, if you have a vehicle, it must be kept for its use.

F. Hallway Cleaning: Follow the sign in the hallway and clean on your designated months. Cooperate with the other tenants to keep the hallway clean.

G. Lease end: If you are not renewing, you the tenant agree to cooperate with showings, landlord will be respectful of convient times.

H. Check in and Check out: Unit check in us between 8 and 9:00 AM on the first day of your lease, at landlords office Check out is at Noon or before on the last day of your lease, which is the 25th day of the month at Noon.

I. Tenants Contact Information: Tenants agree to inform the landlord of any changes in email or phone number contact information as soon as it occurs.

J. No Satellite dishes are allowed

K. No Firepits in the yard are allowed.

This Addendum is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this Addendum shall be controlling.

Tenant agrees to the terms and conditions of this addendum to the rental agreement.

| | | | | | |
|----------------------------|-----------------|------------|--------------|-----------------|------------|
| Tenant _____ | Signature _____ | Date _____ | Tenant _____ | Signature _____ | Date _____ |
| Tenant _____ | Signature _____ | Date _____ | Tenant _____ | Signature _____ | Date _____ |
| Owner/Agent of Owner _____ | Signature _____ | Date _____ | | | |

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This addendum becomes part of your rental agreement.

Date: _____

Tenant(s): _____

Sample

Address: 130 Rhyme St Apt./Unit No.: _____

City: West Salem State: WI Zip: 54669

ADDITIONAL RULES AND REGULATIONS AS FOLLOWS:

A. Renter's insurance is required of every tenant and FOOTSTEP PROPERTIES LLC must be named on the policy as 3rd Party Interest or Additional Interested party. Keys will not be handed over to the Tenant (s) unless proof of renter's insurance is received prior to check in or at check in. It must be a copy of the insurance binder from your your insurance company. Tenant agrees to find a company that will add a additional interested or 3rd party interest.

B. Only artificial Christmas trees are allowed, no live trees!!!!

C. Do NOT put any extension cords under rugs. Use heavy duty power strips as needed

D. Garages: Garage must be kept closed except during actual use. Garages may not be used exclusively for storage, if you have a vehicle, it must be kept for its use.

E. Hallway Cleaning: Follow the sign in the hallway and clean on your designated months. Cooperate with the other tenants to keep the hallway clean.

F. Lease end: If you are not renewing, you the tenant agree to cooperate with showings, landlord will be respectful of convient times for the tenants

G. Check in and Check out: Unit check in us between 8 and 9:00 AM on the first day of your lease, at landlords office Check out is at Noon or before on the last day of your lease, which is the 25th day of the month at Noon.

H. Tenants Contact Information: Tenants agree to inform the landlord of any changes in email or phone number contact information as soon as it occurs.

I. No Satellite dishes are allowed

J. No Firepits in the yard are allowed.

This Addendum is Incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this Addendum shall be controlling.

Tenant agrees to the terms and conditions of this addendum to the rental agreement.

| | | | |
|--|-------------------|----------------------------------|-------------------|
| Tenant _____ <i>Signature</i> | _____ <i>Date</i> | Tenant _____ <i>Signature</i> | _____ <i>Date</i> |
| Tenant _____ <i>Signature</i> | _____ <i>Date</i> | Tenant _____ <i>Signature</i> | _____ <i>Date</i> |
| Owner/Agent of Owner _____ <i>Signature</i> | _____ <i>Date</i> | | |

Bed Bug Addendum

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

Name of Tenant(s): _____ *Sample* _____

Address of Premises: Rhyme Street _____ West Salem, WI 54669 _____
(Street) (City, State, Zip)

This Addendum contains the terms, conditions, and rules related to Landlord's bed bug policy and is incorporated into Tenant's Residential Rental Agreement.

Landlord has inspected Tenant's rental unit and is not aware of the presence of any bed bugs in the unit.

Tenant Disclosures

(If true, Tenant should initial A, B and C below.)

- A. NA Tenant has inspected the rental unit prior to moving in and did not see any signs of bed bugs in the unit.
- B. _____ Tenant is not aware of any bed bugs in his/her current residence.
- C. _____ All of Tenant's personal property including, but not limited to, furniture, bedding, clothing, shoes and other personal belongings that will be moved into the rental unit are free from bed bugs.

Inspection By Tenant

1. Tenant agrees to regularly inspect his/her rental unit for signs of bed bugs.
2. Tenant understands that used or second-hand furniture is one of the most frequent ways that bed bugs are introduced to rental properties. Tenant agrees to inspect any used or second-hand furniture prior to moving it into the rental unit. Tenant understands and agrees that unless he/she is certain that any used or second-hand furniture is free from bed bugs that he/she will not move it into the rental unit.
3. Tenant will allow Landlord or its agents to inspect the rental unit for bed bugs as allowed by law.

Reporting of Bed Bugs

4. Tenant agrees to immediately notify Landlord in writing if any of the following occur: (a) bed bugs are found in the rental unit, (b) Tenant suspects that bed bugs might be present in the rental unit, or (c) Tenant notices unexplained and reoccurring bites on his/her body. Failure to immediately notify Landlord could result in bed bugs spreading to other rental units and common areas which will cause the treatment and eradication of the bed bugs to be more difficult, time consuming and expensive.
5. Tenant should not attempt to treat any bed bug infestation himself/herself. Self-treating for bed bugs may result in injuries to Tenant and/or causing the infestation to become worse.

Tenant has read and accepts all terms and conditions of this addendum.

| | |
|--|---|
| Tenant _____ <small style="margin-left: 100px;">Signature</small> | Tenant _____ <small style="margin-left: 100px;">Date</small> |
| Tenant _____ <small style="margin-left: 100px;">Signature</small> | Tenant _____ <small style="margin-left: 100px;">Date</small> |
| Owner/Agent of Owner _____ <small style="margin-left: 100px;">Signature</small> | _____ <small style="margin-left: 100px;">Date</small> |

Cooperation with Treatment

6. If bed bugs are found in Tenant's unit, Tenant must fully cooperate with any and all treatment efforts of Landlord and/or its pest management company or other service provider.
7. Treatment typically requires that rental units next to, above, and below the unit infested with bed bugs also be treated.
8. Treatment may require, but is not limited to, the following: (a) Tenant temporarily vacating the rental unit, (b) temporary removal of personal property, (c) sealing of personal property in plastic bags, (d) removal and destruction of personal property that cannot be treated, (e) laundering of bedding and clothing, (f) purchase of and placement of mattress and box spring in a special plastic encasement, (g) de-cluttering the rental unit, (h) vacuuming of all flooring on a daily basis, and/or (i) moving all furniture to the center of the room. Specific instructions and recommendations will be provided as needed by Landlord and/or its pest management company or other service provider.
9. More than one treatment of Tenant's rental unit may be required. Tenant must cooperate throughout the entire treatment process until Landlord and/or its pest management company or other service provider determine that treatment is complete.

Default

10. Failure to comply with the terms of this Addendum include, but are not limited to, the following: (a) misrepresenting any Tenant Disclosure, (b) failing to immediately notify Landlord in writing of the presence of bed bugs, (c) refusing to allow Landlord or its agents to inspect the rental unit, (d) failing to cooperate with the preparation of the rental unit for treatment, (e) refusing to allow access to the rental unit for treatment, (f) failing to cooperate with any post-treatment requirements, and/or (g) any other action that results in the delay of treatment or increases the cost of treatment.
11. Failure to comply with the terms of this Addendum shall entitle Landlord to pursue any and all rights under this Addendum, Tenant's Residential Rental Agreement, and/or applicable law including, but not limited to, terminating Tenant's tenancy and evicting Tenant.

Treatment Costs

12. Tenant will be responsible for the costs of treatment and/or eradication of any bed bugs resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.
13. Tenant may be responsible for other costs and damages incurred by Landlord, in addition to the cost of treatment and/or eradication of bed bugs, resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.

Indemnification & Hold Harmless

14. Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages and expenses including, but not limited to, attorney's fees, that may be incurred as a result of the acts or omissions of Tenant, Tenant's household members, guests or invitees.
15. Unless caused by the intentional or negligent acts or omissions of Landlord, Landlord is not responsible for any damage or destruction of Tenant's personal property or injuries arising from any bed bug infestation.

Renter's Insurance

16. Tenant understands that Landlord's insurance does not cover any of Tenant's personal property that may be damaged or destroyed by bed bugs or bed bug treatment. Tenant also understands that Landlord's insurance does not protect Tenant from any loss or damage caused by the actions of Tenant, Tenant's household members, guests or invitees. Landlord recommends and Tenant understands that Renter's Insurance which may cover such damage is readily available and may be purchased by Tenant.

RENTER'S INSURANCE DISCLOSURE
ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This is an addendum to the Tenant's Residential Rental Agreement dated _____.

Tenant(s): _____ *Sample* _____

Address: Rhyme Street Unit No.: NA

City: West Salem State: WI Zip: 54650

The following is:

- REQUIRED**
- RECOMMENDED**

that each Tenant purchase Renter's Insurance to protect both Tenant's personal property and Tenant himself/herself from any liabilities that Tenant may create while residing at the Property.

Tenant understands that Landlord's insurance does not cover Tenant's personal property from damage caused by burglary, vandalism, electrical surge or failure, lightning strike, freezing, wind damage, heat damage, water damage, hail damage, fire damage, smoke damage, acts of God, or for any other reason not caused by Landlord.

Tenant also understands that Landlord's insurance does not cover Tenant for loss or damage caused by Tenant's actions or those of Tenant's guests. Tenant understands that if Tenant does not purchase Renter's Insurance that Tenant may be held responsible for any loss or damage caused by Tenant's actions or the actions of Tenant's guests.

Tenant understands that Renter's Insurance is readily available and can be purchased relatively inexpensively. If Tenant does not purchase Renter's Insurance, then Tenant will be "self-insured" and therefore may become personally responsible for damages caused by Tenant to other persons or property of others.

If Tenant is required to purchase Renter's Insurance, as set forth above, then Tenant agrees to maintain, at Tenant's own expense, a renter's insurance policy during the term of Tenant's Residential Rental Agreement and any subsequent renewals. Tenant understands that if it is required that Tenant purchase and maintain Renter's Insurance that failure to do so is a breach of Tenant's Rental Agreement and grounds for termination of Tenant's tenancy and the filing of an eviction action.

Tenant understands and agrees that it is in Tenant's best interest to purchase Renter's Insurance.

Date: _____

Owner/Agent of Owner Signature

Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

SMOKE & CARBON MONOXIDE DETECTOR NOTICES

Multi-Unit Properties

1 Tenant(s): _____
 2 _____
 3 Address: Rhyme Street Unit No.: NA
 4 City: West Salem State: WI Zip: 54669

Sample

5 Landlord has provided working Smoke Detectors on the premises as required by law. Tenant acknowledges that all
6 smoke detectors on the Premises are fully operational. Smoke detectors shall be maintained as follows:

- 7 (a) Landlord shall be responsible for maintaining and testing all smoke detectors in common areas as required by law;
- 8 (b) Tenant shall be responsible for maintaining and testing all smoke detectors within Tenant's unit as required by law;
- 9 (c) Tenant shall inform Landlord, in writing, of any smoke detector that is not working and Landlord shall have (5) days
10 after receipt of written notice to repair or replace smoke detector;
- 11 (d) Tenant shall replace batteries in all smoke detectors inside Tenant's unit as necessary.

12 §101.145, Wis. Stats.

CARBON MONOXIDE DETECTOR NOTICE STATUTES

13 State law requires that an owner of a residential property install a Carbon Monoxide Detector in all of the following
14 locations no later than April 1, 2010:

- 15 (1) in the basement of the building if the basement has a fuel-burning appliance,
- 16 (2) within 15 feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance,
- 17 (3) in each room that has a fuel-burning appliance and that is not used as a sleeping area (the detector should be
18 installed not more than 75 feet from the fuel-burning appliance),
- 19 (4) in each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit,
20 except that, if there is no electrical outlet within this distance, the owner shall place the carbon monoxide detector
21 at the closest available electrical outlet in the hallway.

22 The owner has installed carbon monoxide detectors that bears an Underwriters Laboratories, Inc., listing mark or similar
23 mark from an independent product safety certification organization and has installed the detectors according to the
24 directions and specifications of the manufacturer.

25 State law also requires the owner to reasonably maintain every carbon monoxide detector in the residential property in the
26 manner specified in the instructions for the detector.

27 A tenant must provide the owner with written notice if a detector is not functional or has been removed by a person
28 other than the resident. The owner must repair or replace the detector within 5 days after receipt of written notice
29 by the tenant.

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

- 31 (1) a false alarm from a detector that was reasonably maintained,
- 32 (2) the failure of a detector to operate properly if that failure was the result of tampering, removal or destruction of the
33 detector by a person other than the owner or
- 34 (3) the result of a faulty detector that was reasonably maintained by the owner.

35 **When To Use:** An owner of a multi-unit residential building (which includes a tourist rooming house, a bed and breakfast establishment, or
36 any public building that is used for sleeping or lodging purposes but excludes hospitals or nursing homes) should provide this form to each
37 tenant and obtain tenants' signatures, if the residential building contains a fuel-burning appliance.

38 §101.149, Wis. Stats.

39 Tenant acknowledges that all Smoke and Carbon Monoxide Detectors in the unit are working properly.

| | | | |
|--|-------------------|----------------------------------|-------------------|
| Tenant _____ <i>Signature</i> | _____ <i>Date</i> | Tenant _____ <i>Signature</i> | _____ <i>Date</i> |
| Tenant _____ <i>Signature</i> | _____ <i>Date</i> | Tenant _____ <i>Signature</i> | _____ <i>Date</i> |
| Landlord/Agent _____ <i>Signature</i> | _____ <i>Date</i> | | |

SMOKING POLICY ADDENDUM

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

Name of Tenant(s): _____ *Sample* _____

Address of Premises: Rhyme Street (Street) West Salem, WI 54669 (City, State, Zip)

This Addendum contains terms, conditions, and rules related to Landlord's smoking policy and are incorporated into Tenant's Residential Rental Agreement and any other rental documents.

(Check One)

Smoking is strictly prohibited on the Premises. This includes, but is not limited to, the rental unit, balcony and/or patio, common areas, laundry, office, garage, the entire building, and the grounds on which the building is located.

Smoking is allowed on the Premises but only in the following location(s): _____

Smoking IS NOT allowed inside the apartment, hallway or garage.

All smokers must be at least 6 feet from the apartment building.

Violations of such are a "Material Breach" of the rental agreement and fines will be imposed per the

Non Standard Rental Provisions Addendum # 7

If smoke enters the building or otherwise interferes with the health, safety or well-being of others or interferes with the quiet use and enjoyment of the Premises by other tenants, Landlord reserves the right to modify the location(s) where smoking is permitted.

The term "smoking" includes the inhalation, exhalation, breathing, burning or carrying of any lighted or heated cigar, cigarette, pipe, or other tobacco product or plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes or any similar electronic device that provides vapor of liquid nicotine and/or other substances to the user.

Tenant acknowledges that Landlord's adoption of this smoking policy does not make Landlord or its agents the guarantor of Tenant's health or the health of Tenant's family members, guests, invitees, and/or others under Tenant's control. Landlord will take reasonable steps to enforce the smoking policy but does not guarantee the smoke-free condition of the premises. Landlord cannot enforce the smoking policy unless Landlord has firsthand knowledge of a violation or has received a written notice of a violation.

Failure to follow the smoking policy constitutes a material breach of Tenant's Residential Rental Agreement and may result in the termination of tenancy and eviction pursuant to Wis. Stat. ch. 799. Tenant is responsible for the conduct of any and all family members, guests, invitees, and/or others under Tenant's control with regard to the smoking policy.

Tenant understands that other tenants who have entered into a rental agreement prior to the implementation of the smoking policy will not be immediately subject to the policy. Current tenants are exempt from the smoking policy for the remainder of their existing rental agreement. As current tenants vacate or sign new rental agreements, the smoking policy will apply to them.

Tenant is responsible for the repair, replacement, and/or cleaning of any and all smoke-related damage to the Premises resulting from his/her smoking, the smoking of Tenant's family members, guests, invitees, and/or others under Tenant's control. Smoke-related damage includes, but is not limited to, odors and staining.

| | | | |
|---------------------------|---------------|---------------------------|---------------|
| _____ Tenant Signature | _____ Date | _____ Tenant Signature | _____ Date |
| _____ Tenant Signature | _____ Date | _____ Tenant Signature | _____ Date |

When to Use: This form should be used when a Landlord wants to prohibit smoking anywhere on the rental premises or to restrict smoking to a specific location(s) on the rental premises.



Sample

CHECK-OUT INSPECTION FORM
READ THROUGH COMPLETELY

Address: _____ Rhyme St, West Salem, WI 54669

This form will be used when we do our final apartment walk-through at the end of your lease.

This form is being provided so you know what we will be looking for. This form will be used to assess cleaning charges: **All items from list on next page must be cleaned to avoid deductions from your security deposit.**

You will need to leave your apartment in good/clean condition. Normal wear and tear will be taken into consideration upon move out inspection. **Per your lease agreement the carpets must be professionally steam cleaned (If you had a pet they must be pet sanitized). Because carpets need to be cleaned after your move out and the day before the new tenants move in you will be Invoiced for the work and it needs to be paid at or before moving out. Note: Tenants may not clean their own carpet!**

Please use the following as a guide for cleaning your apartment upon vacating. Following this guide as closely as possible will insure maximum return of your security deposit. **Please note** that since our standards may differ; we reserve the right to have final say on whether or not there is additional cleaning that needs to be done. If the cleaning is not done to our standards, we will have the apartment cleaned and money will be retained from your security deposit per your lease agreement. **Once the keys have been turned in and the apartment vacated, you will not be called back by us to do any additional cleaning.**

We encourage your presence at the move out inspection, therefore please attempt to set an appointment with us, once you are 100% finished and ready to turn in the keys. (Call Johanna for a move out inspection: 608.799.8382) The condition of the unit will be compared against the Move In Condition Report that you were instructed to complete and return at move in. **If no Move In Condition Report form is found in your file, and you are not able to provide us with one, you may be liable for all and any damages found to your apartment.**

Per your lease agreement you must be moved out of your apartment and garage no later than noon on _____.

NOTE: Per your lease agreement you must keep Utilities in your name until the last day of your lease or the above date.

BE SURE TO CONTACT POST OFFICE AND HAVE YOUR MAIL FORWARDED. GO TO USPS.COM AND SELECT "CHANGE YOUR ADDRESS" UNDER "Manage Your Mail"

| ITEM | RESIDENT CLEANING TASKS | Dam-ages | NOT CLEAN |
|------------------------------------|--|----------|-----------|
| KITCHEN | | | |
| Range & Oven | Clean stove top; reflector pans clean; oven clean. Pull out bottom drawer and clean underneath. Oven must be cleaned well. When using oven cleaner avoid spraying on the thermostat. Self-cleaning – have them clean and remove the ashes from inside. Clean under stove range hood. | | |
| Refrigerator & Freezer | Refrigerator ON and clean; freezer clean. If it has wheels clean behind it and on all sides. Remove all food and wash inside thoroughly | | |
| Sink & Faucets | Sink scrubbed; faucets clean; lime deposits removed. Run baking soda through the disposal. Dishwasher – clean thoroughly and run a Dishwasher Magic to clean out properly. | | |
| Cabinets & Hardware | Cabinets emptied and wiped (washed) out inside and out!!!! Leave no shelf paper. | | |
| Shelves & Counter | Counter tops clean; shelves emptied and clean | | |
| Floors and Walls | Floors VACCUMED. Walls wiped of all spots, Vinyl or tile floors clean. | | |
| | | | |
| BATHROOMS | | | |
| Toilet & Seat | Bowls cleaned; stains removed. | | |
| Shower & Tub | Stains; mildew, lime removed. Shower curtain removed. Bath tub – must be cleaned and free of soap scum. Use a good cleaner like Zep Tub and Tile OR STRAIGHT VINEGAR Use a good bug sponge or non-abrasive scrubber. | | |
| Sink & Faucet | Faucets clean; sink clean; all lime and soap scum removed | | |
| Cabinet | All items removed; shelves wiped; mirror clean and free of spots | | |
| Floors, Walls, Ceiling, Baseboards | Floors vacuumed and washed; walls wiped of all spots. | | |
| | | | |
| LIVING ROOM | | | |
| Carpets/Floors | Carpet vacuumed. | | |
| Walls & Ceiling | Posters and pictures removed; Wash down spots/stains on walls. DO NOT REPAIR NAIL HOLES! | | |
| | | | |
| Blinds | Dust off or wipe clean | | |
| Other | Light fixtures wiped clean. Clean out storage space under stairs. | | |
| OTHER & ROOMS | | | |
| Carpet & Floor | Carpet vacuumed; Tile swept and clean. | | |
| Walls & Ceiling | Posters and pictures removed; walls wiped of any spots/stains. DO NOT REPAIR NAIL HOLES! | | |
| Windows & Screens | Windowsills wiped down; storms and screens in place. Wash windows/screens inside and out. (Only if clean before moving in) | | |
| | | | |
| Trash Removed | Trash and other items removed | | |

| | | | | | | |
|-----------------------------------|--|----|----|--|--|--|
| GARAGE AND BACK YARD/PATIO | Completely empty, all trash and personal items removed, broom swept. Excessive oil should be cleaned thoroughly. All belongings should be removed from patio area. All litter (cigarette butts) on your apartment grounds must be picked up. | | | | | |
| BEDROOMS | #1 | #2 | #3 | | | |
| Carpet & Floor | | | | | | Carpet vacuumed completely!! |
| Walls | | | | | | Pictures removed, washed and wiped clean of any spots/stains. DO NOT REPAIR NAIL HOLES! |
| Windows | | | | | | Sills vacuumed out; Wash inside and out! |
| Closets | | | | | | Closets empty; shelves dusted and wiped clean. |
| Other: Ceiling fans | | | | | | Wiped clean. No dust or grime. Clean thoroughly |

Cleaning charges will be based on the current rate of \$40.00 per hour. (Subject to change)

The following is a list of charges per item that you can be charged for damages and/or missing items.

DAMAGE CHARGES

| | | | |
|--------------------------------|-----------------|--------------------------------|-------------------|
| Garage Openers - Each | \$40.00 | Wall repairs/each | cost-plus labor |
| Missing Appliance parts | cost plus labor | Missing/damaged screens/each | cost-plus labor |
| Stove drip pan/ring set | \$40.00 | Towel/Toilet paper holders | cost plus labor |
| Mirrors/Mirror doors | cost plus labor | Light Fixtures/covers/each | cost-plus labor |
| Refrigerator drawers/shelves | cost plus labor | Remove furniture/each | \$75.00 |
| Remove trash/per bag | \$15.00 | Interior door replacement/each | cost-plus labor |
| Exterior door replacement/each | cost-plus labor | Carpet stains/each | actual vendor fee |
| Carpet/tile replace | cost plus labor | Carpet/tile repair | cost plus labor |
| Excessive nail holes | cost plus labor | Missing or damaged blinds | cost plus labor |

Date of Check-out: _____ (Filled in by Checkout Agent)

Signature of Check-out Inspection Agent (At check out) _____ Keys returned: Apt. _____ Mailbox: _____ GD Openers: _____
 Keys checkout: Apt. _____ Mailbox: _____ GD Openers: _____

Date: _____

 Tenant

 Tenant

 Tenant

 Tenant

Forwarding Address: _____

BE SURE TO INCLUDE YOUR FORWARDING ADDRESS FOR YOUR Security Deposit Transmittal!