

LEASE

LESSOR: FOUNTAIN SQUARE  
LIMITED PARTNERSHIP

LESSEE(S): \_\_\_\_\_

LESSOR'S AGENT FOR COLLECTION OF RENT AND OTHER PAYMENTS;  
LESSOR'S AGENT FOR SERVICE OF LEGAL PROCESS AND OTHER  
NOTICES AND DEMANDS; AND LESSOR'S MANAGER:

LORI GABAY / PROPERTY MANAGER  
Name  
3115 S FOUNTAIN SQUARE BLVD  
Address  
NEW BERLIN WI 53151  
City State Zip  
Telephone 262-784-5433

JOINTLY AND SEVERALLY  
LEASED PREMISES ADDRESS:  
S Fountain Square Blvd #  
Address Unit Number  
New Berlin WI 53151  
City State Zip

MEMBERS OF LESSEE(S) FAMILY AUTHORIZED TO LIVE IN  
THE LEASED PREMISES:

THE ABOVE NAMED LESSOR AND LESSEE (REFERRED TO IN THE SINGULAR WHETHER ONE OR MORE) DO HEREBY AGREE AS FOLLOWS:

- 1. **DEFINITION OF LESSOR AND LESSEE.** The terms "Lessor" and "Lessee" when used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions of this Lease shall bind the parties, their heirs, personal representatives, successors, assigns, occupants, guests, and invitees. Notwithstanding the provisions of the preceding sentence, if Lessor transfers its interest in the premises or to this Lease, Lessor shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer.
- 1.1. **PAYMENTS AND TERM OF LEASE.** Lessor agrees to rent to Lessee and Lessee agrees to rent from Lessor the above-described premises to be used only for normal residential purposes, and said premises (the "Leased Premises") are not to be occupied by persons other than the Lessee and the additional persons specified above. That if any persons other than those listed above occupy the leased premises for a period of more than five (5) days or a portion of said days within any month of the term of this Lease or any renewals or extensions thereof, without prior written consent of Lessor, the Lessee shall pay to the Lessor as additional rent for said month ten dollars (\$10.00) per person for each day or portion thereof beyond said five (5) days the apartment is so occupied. Said rent shall be due and payable on the first day of the month next succeeding such occupancy. No guests of the Lessee may occupy the leased premises in the absence of the Lessee or for more than five (5) days within any month of the term of this Lease or any renewals or extensions thereof, without the prior written consent of Lessor. Lessor, by collecting said additional rent, does not waive Lessor's right to terminate Lessee's tenancy based upon a breach of the occupancy clause.
  - A. Lease Term : One Year Pro-rate move-in date: \_\_\_\_\_ Time: NOON
  - B. First day of Lease term: \_\_\_\_\_ Time: NOON
  - C. Last day of Lease term: \_\_\_\_\_ Time: NOON

If actual commencement of occupancy of the Leased Premises is delayed because of circumstances beyond Lessee's control, or the holding over of a prior tenant, Lessor shall not be liable to Lessee in any respect for such delay, and this Lease shall remain in full force and effect, subject to the following: (1) The rent shall be abated on a daily basis during each and every day of such delay, and (2) in the event such delay continues for three or more days, Lessee may terminate the Lease by giving notice in writing to Lessor no later than the fifth day of such delay, whereupon Lessee shall be entitled only to a refund of the refundable portion of Lessee's Security Deposit, and the refundable portion of any earnest money or prepaid rent paid. The above-stated terms apply solely to events of holding over and construction delays, and specifically exclude items of cleaning or minor repairs which appear on the Apartment Inspection Checklist.

- 1.2. The monthly rent to be paid during the term of this Lease shall be \$ 0.00. The total rent payable for the term of this Lease shall equal the monthly rent times the number of months in the term. If the term of this Lease shall not begin on the first day of a month, then the total rent payable shall be adjusted pro-rata to reflect the number of days in the first partial month, except if provided otherwise herein. Lessee shall pay to Lessor, in addition to amounts due for rent or other charges, any sales tax if applicable.
- 1.3. The monthly rent is due not later than the **FIRST DAY** of each and every month during the Lease term, with the first partial month's or first full month's installments of rent being due on or before the commencement of the term hereof.
- 1.4. All payments must be received on or before the date due and shall be delivered personally or mailed to the above-named Agent for Collection of Rents or such other agent as the Lessor may designate in written notice to Lessee. All Lessees, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Lease and all other terms and conditions.
- 1.5. Together with the Lease for the above-described premises the Lessee shall be entitled to the use of      indoor      outdoor parking space(s), and Lessee shall pay the sum of \$ Included in Rent per month for the use of said parking space(s) to be paid in advance along with and in addition to the monthly rent. Lessee agrees to abide by all Parking Rules and Regulations.
- 1.6. Lessee shall pay the following utilities to the last day of the Lease term or extension thereof: Gas, Electric, Telephone and Cable. Lessor shall pay for the following utilities: Water, Sewer and Trash Removal. In the event Lessee fails to pay any utility charges when due, then Lessor, at Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee. Lessee shall furnish and pay for all charges for telephone services.
- 1.7. If any installment of rent or other charge is received later than midnight on the third of the month, there shall be an additional rent charge to the Lessee of **\$25.00 in addition to \$2.00 per day late charge thereafter. Should late rent payments occur more than once during a tenancy, late fees will increase to \$50.00, in addition to \$2.00 per day thereafter.** The preceding sentence shall not be construed or interpreted as being a grace period for payments due herein, and it is expressly understood that all rental and other payments by Lessee shall be due and payable on the First day of the month, and time is of the essence with respect to said payments.
- 1.8. Any amount due herein shall not be deemed to be paid until the check given therefore shall clear the bank upon which it is drawn. If Lessee's payment is made by check, and the check fails to clear the bank, a service charge of \$50.00 will be assessed in addition to any late charges referred to in the preceding paragraph.
- 2. **SECURITY DEPOSIT.**
  - 2.1. Lessee agrees that a security deposit in the amount of \$ \_\_\_\_\_ shall be paid to Lessor prior to occupancy. Said deposit shall be refunded to Lessee when Lessee surrenders said premises, subject to the conditions hereinafter set forth.
  - 2.2. Lessee shall have seven (7) days after date of occupancy to do any of the following: **A. Make an inspection of said premises and shall complete and sign the Apartment Inspection Report which is provided herewith listing therein, among other things asked for, any defects or needed repairs in or about the premises. Lessee is responsible for giving notice to Lessor of any required service, or B. Request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit.**
  - 2.3. Said premises shall be left by Lessee in a clean and undamaged condition. The cost or estimate of repairing any damage to said premises which is not listed in the Apartment Inspection Report shall be deducted from the security deposit, as will the cost of restoring the premises to a clean and rentable condition, normal wear and tear excepted.
  - 2.4. Subject to the provisions of Wisconsin Law, all other charges not paid currently shall also be deducted from the security deposit.

- 2.5 **LESSEE IS NOT ALLOWED TO SUBSTITUTE OR APPLY THE SECURITY DEPOSIT FOR RENT OR OTHER CHARGES OWING.**
- 2.6 Lessee shall, in writing and within five (5) days of surrendering said premises, provide Lessor with an address to which the refundable portion of the security deposit may be returned to Lessee. Lessor shall, within twenty-one (21) days after Lessee surrenders said premises, return the refundable portion of said security deposit to Lessee at the written address provided for such refund or to Lessee's last known address, providing therewith a written statement accounting for any amounts withheld.
3. **OBLIGATIONS OF LESSEE.** During the Lease term, as a condition to Lessee's continuing right to use and occupy the premises, and in addition to other obligations imposed upon Lessee by law and by this Lease, Lessee agrees as follows:
- 3.1 **No pets.** Lessee shall not keep in or about said premises any cats, dogs, fowl or other animals or birds on the premises without the written consent of Lessor.
- 3.2 **Use restrictions.** Lessee shall not permit the premises to be used for any immoral or unlawful purpose or any purpose that will, in the sole judgment and discretion of Lessor, injure the reputation of the premises or the building of which the premises are a part. Lessee shall not use or keep in or about the premises any article or thing which would in any manner increase the risk of fire, or conflict with any fire laws or regulations of the fire department, or increase the rate of any insurance on said building or on any property or equipment situated inside said building. Lessee shall not permit the premises to be used for the operation of any business.
- 3.3 **Property damage or loss.** As a condition of Lessee's tenancy, Lessee understands, that Lessee at Lessee's sole expense and responsibility, prior to lease execution, provide proof of the purchase of renter's insurance. Lessor requires that during the term of the Lessee's tenancy, that Lessee maintains renters insurance. Lessee expressly agrees that Lessor shall not be liable to Lessee or others, including: Lessee's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises or the building of which the premises are a part, where said damage or loss results from causes or acts of Lessee or Lessee's guests, occupants and invitees.
- 3.4 **Personal injury** As a condition of Lessee's tenancy, Lessee understands, that Lessee at Lessee's sole expense and responsibility, prior to lease execution, provide proof of the purchase of renter's insurance. Lessor requires that during the term of the Lessee's tenancy, that Lessee maintains renters insurance. Lessee expressly agrees that Lessor shall not be liable to Lessee or others, including Lessee's guests, occupants and invitees, for any injuries or loss resulting from causes or acts of Lessee or Lessee's guests, occupants and invitees.
- 3.5 **Lessee to keep premises clean and in good repair.** Lessee shall keep the premises in a clean, tenantable condition and in as good repair as at the beginning of the Lease term, normal wear and tear excepted.
- 3.6 **Lessee responsible for acts and breaches of Lease by Lessee and Lessee's occupants, guests and invitees.** Lessee shall be responsible for all intentional and negligent acts or breaches of this Lease by Lessee, Lessee's occupants, guests and invitees. Lessee shall be liable for all damage to the premises and appliances and equipment belonging thereto, in any way caused by the acts of Lessee, Lessee's occupants, guests and invitees.
- 3.7 **No noise or disturbance allowed.** Lessee, Lessee's occupants, guests and invitees shall not become intoxicated, disorderly, harass or solicit residents, their guests, or others, create or cause any odors or create or permit any unnecessary, unreasonable or improper noise or disturbance in or about the premises or the building of which the premises are a part, including, and not by way of limitation, the operation of a stereo, radio or television set or playing of a musical instrument or singing in a manner or at times which might be objectionable to other tenants.
- 3.8 **Garbage disposal.** All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. Lessee shall comply with any recycling rules, regulations and ordinances imposed.
- 3.9 **Parking restrictions.** Where parking is allowed, Lessee shall at all times park vehicles only in a proper manner upon the terms and conditions of the Parking Rules and Regulations attached hereto and shall not obstruct or interfere with the ingress or egress of others. Parking spaces are to be used by Lessee's vehicles only and are limited to use by private vehicles. No commercial or recreational vehicles shall be parked without written consent of Lessor.
- 3.10 **Assignment and subletting.** Lessee may not assign this Lease nor sublet all or any part of the premises or parking areas without Lessor's prior written consent.
- 3.11 **Written consent needed for altering or decorating.** Lessee shall not alter or decorate said premises without prior written consent of Lessor. All alterations to premises, including, and not by way of limitation, painting and wallpapering, shall remain for the benefit of Lessor unless otherwise provided for in said consent. All work after any such consent is given shall be done in a satisfactory and workmanlike manner and with satisfactory materials subject to the written approval of Lessor.
- 3.12 **Lessee liable for damage by fastening to premises - nothing to be attached to exterior.** Lessee shall not drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises, or allow same to be done without prior written consent of Lessor, and in any case Lessee agrees to be responsible for any damage done and will pay for same. **GUMMED HANGERS ARE NOT TO BE USED.** Lessor is hereby authorized to remove, at the expense of Lessee, anything so attached or affixed without said written consent.
- 3.13 **Lessee's interference or tampering with building apparatus/controls prohibited.** Lessee shall not meddle with or interfere in any way with any part of the heating, fire, lighting, plumbing, electrical, smoke, carbon monoxide detection or other life safety devices, refrigerating or laundry apparatus or controls in or about the leased premises or the building containing said equipment. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the leased premises without the prior written consent of the Lessor. The Lessor is authorized to remove, at the expense of the Lessee, any such apparatus erected without such written consent.
- 3.14 **Rules and regulations regarding satellite antenna.** Notwithstanding anything to the contrary Lessee shall be permitted to attach a satellite antenna with a diameter of 15 inches or less subject only to reasonable limitations prescribed by Lessor and not otherwise prohibited by law.
4. **Lessor's Rights.** In addition to other rights provided for pursuant to this Lease or by law, Lessor shall have the following rights:
- 4.1 **Right to regulate telephone, television and electrical outlet installation.** If Lessee shall desire telephone, television or electrical connections, Lessor shall direct the technicians as to where and how the wires are to be introduced and without such direction. Any boring or cutting for wires shall not be permitted.
- 4.2 **Right to enter premises.** Lessor may, at any reasonable time authorized by law, enter said premises for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law.
- 4.3 **Right to dispose of property left on premises.** If Lessee shall leave any property on the premises after vacation or abandonment of the premises, Lessor shall have the right to dispose of said property as provided by law at Lessee's expense.
- 4.4 **Right to arbitrate disputes.** Any dispute which shall arise between Lessee and other tenants of the same property, in the matter of the use of the premises or any part thereof, shall be submitted to the arbitration of Lessor whose decision shall be final between them. This clause does not limit Lessee(s) from seeking remedies in the court system for claims against another Lessee, but Lessor shall be held harmless by Lessee(s) for and against any claims, liabilities, or demands arising out of or in any way pertaining to said claims between tenants.
5. **DUTY TO OBSERVE RULES.** Lessee shall observe and comply with the Rules and Regulations established by Lessor, a copy of said Rules and Regulations being attached hereto and incorporated herein by reference. Lessor reserves the right to amend said Rules and Regulations at any time upon 28 days written notice to Lessee. Any violation of any Rules or Regulations shall be deemed to be a breach of this Lease.
6. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** Subject to Wisconsin Law, in the event that the Leased premises suffers casualty loss or damage as a result of fire or other casualty, and in the event that, as a result of said loss or damage, the Leased premises are rendered uninhabitable, and in the event the premises may be restored or the damages repaired, this Lease and the liability for rent shall continue, except that said liability for rent shall be abated during any period of repair or reconstruction. In the event the premises cannot be repaired within sixty (60) days from the happening of such injury, then this Lease shall cease and terminate from the date of such injury. Said liability for rent shall not abate if the loss, damages or injury to the demised premises is caused by the negligent or intentional acts of Lessee, Lessee's occupants, guests or invitees.
7. **SURRENDER AT TERMINATION.** Upon termination of this Lease, or upon termination of Lessee's tenancy, whether by the lapse of time or otherwise, Lessee shall surrender the leased premises to Lessor, maintained in the manner herein required. If Lessee retains possession of the leased premises or any part thereof after the termination of this Lease or upon termination of Lessee's tenancy, whether terminated by lapse of time or

otherwise, then in addition to its other rights and remedies provided by law, Lessor may treat such retention of possession as constituting a renewal of this Lease, and so bind Lessee, on a month-to-month basis on the same terms and conditions as expressed herein, except that the monthly rent shall automatically be increased to twice the rent in effect for the month immediately preceding the commencement of the holding over. The provisions of this paragraph do not exclude Lessor's rights of re-entry or any other rights or remedies provided or allowed by law herein.

8. **MISCELLANEOUS PROVISIONS.**

- 8.1 Any security devices or services provided by Lessor or others either directly to the leased premises or for the rental complex of which the leased premises are a part are provided strictly at option of Lessor and Lessor shall not be responsible for any losses to Lessee which may result in any way due to a breakdown or a discontinuance of said system, or a failure to repair the same. No contract for, or obligation to provide, a security service is created by this Lease. Any agreement to provide such service shall be made by Lessee with an independent contractor not affiliated with Lessor. Lessee hereby indemnifies and holds harmless Lessor from any claims, losses, liabilities, or demands arising out of or in any way pertaining to security services provided by others.
- 8.2 The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.
- 8.3 **Severability.** The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provisions.
- 8.4 **Headings.** The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- 8.5 **Successors.** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, personal representatives, successors, beneficiaries and assigns.
- 8.6 **General.** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Lessor and Lessee. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this Lease. Each Lessee warrants that he or she is of legal age to enter into this lease. Time is of the essence with respect to the performance of all obligations of Lessee stated herein.

9. **DEFAULT.**

Should Lessee under a lease for a term of one year or less, more than one year, or a year-to-year tenant, fail to pay any installment of rent or other charges when due, Lessor may give Lessee written notice of such default, served upon Lessee pursuant to methods of service allowed for by law, requiring Lessee to pay the rent or other charges due or vacate the premises on or before a date at least five (5) days after the service of such notice and, if Lessee fails to comply with such notice, Lessor may declare this tenancy terminated and institute action to expel Lessee from said premises without limiting the liability of Lessee for the rent or other charges due or to become due under this Lease. If Lessee has been given such a notice and has remedied said default or been permitted to remain in the premises and, within one year of such previous default, Lessee fails to pay a subsequent installment of rent or other charges when due, this tenancy may be terminated if, while Lessee is in default in payment of rent or other charges, Lessor serves Lessee with written notice to vacate the premises on or before a date at least fourteen (14) days after service of this notice, without limiting the liability of the Lessee for the rent or other charges due or to become due under this Lease.

Should Lessee under a lease for a term of one year or less, more than one year, or a year-to-year tenant, neglect or fail to perform and observe any of the terms and conditions of this Lease, other than for payment of rent or other charges, Lessor may give Lessee written notice of such breach, served upon Lessee pursuant to methods of service allowed for by law, requiring Lessee to remedy the breach or vacate the premises on or before a date at least five (5) days after the service of such notice and, if Lessee fails to comply with such notice, Lessor may declare this tenancy terminated and institute action to expel Lessee from said premises without limiting the liability of Lessee for the rent or other charges due or to become due under this Lease. If Lessee has been given such a notice and has remedied the breach or been permitted to remain in the premises and, within one year of such previous breach, Lessee commits the same or any other breach of the terms and conditions of this Lease, other than for payment of rent, this tenancy may be terminated if, before the breach has been remedied, Lessor serves Lessee with written notice to vacate the premises on or before a date at least fourteen (14) days after service of the notice, without limiting the liability of the Lessee for the rent or other charges due or to become due under this Lease.

Should a Lessee on a month-to-month tenancy neglect or fail to pay any installment of rent or other charges when due, Lessor may, before the breach has been remedied, utilize either the five (5) day or fourteen (14) day notice procedure described herein to terminate the tenancy of Lessee, and any such termination of tenancy shall not limit the liability of Lessee for the rent or other charges due or to become due under this Lease. Should a month-to-month tenant neglect or fail to perform and observe any of the terms and conditions of this Lease, other than for payment of rent or other charges, Lessor may terminate Lessee's tenancy by giving the Lessee notice requiring Lessee to vacate the premises on or before a date at least fourteen (14) days after service of the notice, without limiting the liability of the Lessee for the rent or other charges due or to become due under this Lease.

No receipt of money by Lessor from Lessee after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises, shall reinstate, continue or extend the term of this Lease or affect or constitute a waiver of Lessor's rights pursuant to any such notice, demand or suit. The Lessee agrees to pay the cost of advertising and all other expenses incident to rerenting the apartment if vacated prior to lease expiration or not in compliance with lease terms, and shall be liable for any deficiency.

All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises. The failure or forbearance on the part of Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, or a waiver of the same default at any subsequent date. Any action taken by Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of Lessee's interest under this Lease, or to repossess itself of the Leased Premises, shall not, in any event, release or relieve Lessee from its continuing obligations hereunder, including, and not by way of limitation, Lessee's continuing obligation to make all payments herein provided.

- 10. **LIENS OR SALES.** Lessor may encumber the Leased Premises and/or the apartment community by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Lessee herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute constructive eviction of Lessee and Lessee agree(s) to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Lessee, as tenant, and such purchaser as Lessor. Any sale of the apartment community or any part thereof shall not affect this Lease or any of the obligations of Lessee hereunder, but upon such sale Lessor shall be released from all obligations hereunder and shall look solely to the new owner of the apartment community for the performance of the duties of Lessor hereunder from and after the date of such sale.

- 11. **SPECIAL PROVISIONS: LESSEE SHALL FURNISH TO LESSOR, BEFORE THE FIRST OF THE MONTH AND 60 DAYS PRIOR TO THE LEASE EXPIRATION DATE, WRITTEN NOTICE AS TO THEIR INTENT TO EITHER RENEW THE EXISTING LEASE UPON TERMS TO BE AGREED UPON BY THE PARTIES HERETO OR VACATE THE LEASED PREMISES. FOR EXAMPLE; YOUR LEASE EXPIRES JUNE 30<sup>TH</sup>. YOU MUST PROVIDE WRITTEN NOTICE ON OR BEFORE MAY 1<sup>ST</sup>. SUBJECT TO LESSOR'S MITIGATION OBLIGATIONS AND OTHER PROVISIONS OF WISCONSIN LAW, IF LESSEE FAILS TO TIMELY FURNISH SAID WRITTEN NOTICE, THEN LESSOR SHALL BE ENTITLED TO CHARGE LESSEE FOR UP TO AND ADDITIONAL TWO (2) MONTHS OF RENT FOLLOWING THE EXPIRATION DATE OF THE LEASE PLUS OTHER HOLDOVER REMEDIES PROVIDED FOR BY LAW.**

THE UNDERSIGNED HAVE READ THE FOREGOING LEASE AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

_____	Date	_____
Lessee		
_____	Date	_____
Lessee		
_____	Date	_____
Lessee		
_____	Date	_____
Lessee		

**COMMUNITY POLICIES**

FOR THE COMFORT, CONVENIENCE AND BENEFIT OF ALL TENANTS, AND TO ENSURE PROPER USE AND CARE OF THE PREMISES, LESSEE SHALL COMPLY WITH ALL OF THE LISTED RULES AND REGULATIONS COMPILED HERE AND IN CONJUNCTION WITH YOUR LEASE.

- A. Allow any sign, placard, advertisement or notice to be displayed either inside or outside the building without the Lessor's prior written consent.
  - B. Allow any item to be thrown or dropped from windows or balconies, or to throw or sweep dirt out of the building, beat or shake rugs upon or from any window, balcony, door or any other opening.
  - C. Cover or obstruct any window, door or transom with any items not approved in writing by Lessor.
  - D. Drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises, or allow same to be done without prior written consent of Lessor, and in any case Lessee agrees to be responsible for any damage done and will pay for same. **GUMMED HANGERS ARE NOT TO BE USED.**
  - E. Do laundry work except in rooms provided for that purpose under conditions designated by Lessor.
  - F. Use balconies or patios for any purpose whatsoever other than a place to stand or sit, or store thereon objects or equipment other than normal balcony furniture. They may not, as an illustration, be used to hang clothing, rugs, wash or items on, or as a storage depository of any kind, including but not limited to bicycles, strollers, wagons toys, etc. No item or object may under any conditions be thrown or dropped off the balcony or porch. No covering shall be installed on balcony floors.
  - G. Permit the premises to be used for the operation of any business.
  - H. Loiter in any common areas of the property. The streets, sidewalks and entrances shall not be obstructed in any way or used by Lessee for any purpose other than for ingress or egress.
1. LESSEE, LESSEE'S OCCUPANTS, GUESTS AND INVITEES SHALL NOT BECOME INTOXICATED, DISORDERLY, HARASS OR SOLICIT RESIDENTS, THEIR GUESTS, OR OTHERS, CREATE OR CAUSE ANY ODORS OR CREATE OR PERMIT ANY UNNECESSARY, UNREASONABLE OR IMPROPER NOISE OR DISTURBANCE IN OR ABOUT THE PREMISES OR THE BUILDING OF WHICH THE PREMISES ARE A PART, INCLUDING, AND NOT BY WAY OF LIMITATION, THE OPERATION OF A RADIO OR TELEVISION SET OR PLAYING OF A MUSICAL INSTRUMENT OR SINGING IN A MANNER OR AT TIMES WHICH MIGHT BE OBJECTIONABLE TO OTHER TENANTS.
  2. ALL KEYS AND PASS CARDS ARE FOR LESSEE'S SOLE USE. LESSEE MAY NOT DUPLICATE ANY KEYS. ALL ADDITIONAL KEYS MUST BE OBTAINED FROM LESSOR.
  3. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles shall be taken in or removed through the doors of the building, and all damage to the building caused by the moving or carrying of articles shall be paid by the Lessee. Riding of bicycles, tricycles, etc. inside the building is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or in basements other than in Lessee's locker.
  4. All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. In the event it becomes necessary, Lessee shall comply with any recycling rules, regulations and ordinances imposed.
  6. Lessee shall keep the glass and/or screens in the windows and doors in good repair and shall pay for the cost to replace any broken glass or screens with equal quality and size as any that may be broken; Lessee will pay for the cost to replace all electric bulbs, shades, or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, or other parts of premises.
  7. In the event Lessee fails to pay any utility charges when due, then Lessor, at Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee including utilities to last day of lease term or extension thereof. Lessee shall furnish and pay for all charges for telephone.
  8. Availability and use of recreational facilities, landscaped areas, drives, walks, other common areas, lockers, storeroom, wash machine, dryer or storage space in the building used by the Lessee is furnished gratuitously and is not a part of the leased premises. The Lessor shall not be responsible for any loss or damage to any property, or to any person making use of the same. Lessee, in making use of such spaces, does so at their own risk. Lessee shall be entitled to use one storage locker, subject to availability, at no extra charge.
  9. Lessee understands that it is Lessee's sole responsibility to obtain renter's insurance covering their personal property as well as the leased premises.
  10. No radio or television wires, aerial or connection shall be installed except a satellite antenna with a diameter of 15 inches or less, placed on, or attached to the demised premises without the prior written consent of the Lessor. The Lessor is authorized to remove, at the expense of the Lessee any such apparatus erected without such written consent.
  11. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by Lessee.
  12. Lessor may, at any reasonable time authorized by law, enter said premises for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law.
  13. Lessor shall not be responsible to Lessee for any non-observance of rules and regulations on the part of other tenants.
  14. Lessor reserves the right to amend any Rules and Regulations at any time upon 28 days written notice to Lessee. Any violation of any Rules or Regulations shall be deemed to be a breach of this Lease.
  15. No waterbeds or other water furniture are permitted without the Lessor's prior written consent.
  16. Management reserves the right to demand resident identification at anytime while on premises.
  17. Patio furniture and flower/plant boxes may be placed on patio/balcony only if in good repair. No other items shall be placed on the patio/balcony. Bird feeders are not allowed on the property. Barbecue grills are not allowed on patios and/or balconies. Residents are encouraged to use outdoor grilling areas.
  18. Lessee will observe rules and regulations concerning recreational amenities. Residents are allowed 2 guests per apartment when using recreational amenities. All guests must be accompanied by the residents to use the facilities. No one under the age of 14 will be allowed to use the amenities without parental supervision. Exceptions will be made with Management approval.
  19. Skateboarding is not allowed anywhere on the premises at any time. In-line skating is not permitted. No parking of vehicles or bicycles is permitted on designated fire lanes or side-walks at any time.
  20. The Lessee agrees to notify the Lessor immediately in writing if any smoke detector and or carbon monoxide detector (if applicable) is not working properly. Lessee understands that tampering with the smoke detector and/or carbon monoxide detector in any manner is illegal and shall constitute a breach of the lease. Lessee will be subject to all maximum penalties under law.

**ANY VIOLATION OF ANY OF THE FOREGOING RULES AND REGULATIONS SHALL CONSTITUTE A BREACH OF THE LEASE.**

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Lessee

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Date

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Lessee

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Date

\_\_\_\_\_  
Agent for the Lessor

**Lori Gabay**

\_\_\_\_\_  
Date

**PARKING RULES AND REGULATIONS**

Lessor agrees to provide Lessee parking privileges subject to Lessee's strict adherence to the Parking Rules and Regulations which may from time to time be amended with 28 days prior written notice.

1. The parking areas are for Lessee's sole use.
2. Vehicle parking shall be in the assigned spaces only (if applicable) and shall not be permitted in restricted or prohibited areas.
3. Vehicle maintenance/washing is not permitted on the property, unless there is an identified area and/or with management approval.
4. All vehicles must be legally licensed, registered at the office, assigned to the Lessee, and in operating condition at all times. In the occurrence vehicles are not in operating condition, the vehicle will be ticketed and if necessary towed away at the owners expense.
5. All vehicles parked on the parking lot must be in **GOOD RUNNING CONDITION** and shall not have flat tires or be an eyesore which shall be determined at the sole discretion of the lessor. They must also be maintained so as not to leak gas, oil, power steering fluid, coolant, brake fluid, gear oil, etc.
6. Garages are for personal vehicles only and doors shall be closed at all times, if applicable.
7. For a one bedroom apartment there is a one car limit, for a two bedroom apartment there is a two car limit unless authorized by Management.
8. Lessee is not permitted to park any other vehicle, or place any other items in their parking space(s), without Lessor's prior written consent. At no time are motorcycles permitted on patios.
9. All vehicles must have current registration in accordance with state requirements.
10. Management reserves the right to reassign parking spaces as it deems necessary.
11. Vehicles shall be parked forward into the parking space (underground parking if applicable) unless Lessor has granted permission to the contrary.
12. If during snowfalls requiring snow removal by plowing service or during times of maintenance or repairs, Lessee fails to move Lessee's vehicle so that plowing, maintenance or repairs can take place in an unimpeded fashion, Lessor shall be allowed to have Lessee's vehicle moved/towed at Lessee's expense to allow for said plowing, maintenance or repairs to take place.
13. Lessee acknowledges that vehicles parked in violation of the above Rules and regulations may be towed away as a matter of course and further parking privileges may be revoked at the sole discretion of Lessor.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at [www.widocoffenders.org](http://www.widocoffenders.org) or by phone at 877-234-0085.

I have read the foregoing Rules and Regulations and agree to abide by them as part of the Lease.

\_\_\_\_\_  
Vehicle Make, Model, Color, Year, License Number

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Vehicle Make, Model, Color, Year, License Number

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Vehicle Make, Model, Color, Year, License Number

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Vehicle Make, Model, Color, Year License Number

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Lessee

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Date

\_\_\_\_\_  
Agent for the Lessor

**Lori Gabay**

\_\_\_\_\_  
Date

**DISCLOSURE STATEMENT - NONSTANDARD RENTAL PROVISIONS**

I/We hereby state that before I/We give a deposit for the premises located at:  
 (PUT FULL ADDRESS AND INCLUDE APARTMENT NUMBER IF APPLICABLE)

S. Fountain Square Blvd. #  
 New Berlin, WI 53151

The following items under certain conditions may represent obligations to pay or result in deductions from any security deposit. This addendum is meant to avoid confusion later and is not meant to summarize the Lease itself or to be read in lieu of reading the entire Lease. Charge amounts may be subject to change over time. It is further agreed that all provisions of this NONSTANDARD RENTAL PROVISIONS shall be incorporated into the Lease as though fully set therein.

- \_\_\_\_\_ 1. This Lease Agreement is between the stated parties. Lessor may at its sole discretion agree to allow Lessee(s) to add parties to or delete from this Lease.
- \_\_\_\_\_ 2. I/We were furnished a copy of the Lease, Nonstandard Rental Provisions, and the Rules and Regulations contained therein, for my/our review.
- \_\_\_\_\_ 3. I/We were told that the following utilities are or are not included in the rent as listed below. and that the bills for any utilities not included shall be paid by Lessee at the time said bills become due and payable, including utilities to the last day of the lease term or extension thereof

Utility Charges	Electric	Heat	Hot Water	Water/Sewer	Trash/Recycling
Included in Rent				<b>X</b>	<b>X</b>
Not included in Rent	<b>X</b>	<b>X</b>	<b>X</b>		

- \_\_\_\_\_ 4. Rent is due on or before the first of the month. It is agreed and understood that there will be a late charge of \$25.00 for rent not paid by midnight on the third of the month, in addition to a \$2.00 per day charge. Should late rent payments occur more than once during a tenancy, late fees will increase to \$50.00, in addition to \$2.00 per day thereafter. The Lessor may require said late rent, and any subsequent amount due under the lease and any applicable additional rental charge to be paid by cashier's check or money order only, and shall not be required to accept payment by check. The preceding sentence shall not be construed or interpreted as being a grace period for payments due herein, and it is expressly understood, that all rental and other payments by Lessee shall be due and payable on the First day of the month, and time is of the essence with respect to said payments.
- \_\_\_\_\_ 5. I/We understand that if a check tendered for the payment of my/our current rent or other charges is returned by the bank unpaid for any reason, there is a \$50.00 charge in addition to the late payment penalty described under number 4, and that Lessor may require any subsequent rent payments to be paid by cashier's check, money order or credit card only and shall not be required to accept payment by check. I/We understand that any late payment penalties under number 4 and return check fees are to be paid at the time my/our late payment is made and that my account shall be considered delinquent until all outstanding charges are paid in full. It is further understood that replacement of worthless checks may only be made by cashier's check, money order or credit card.
- \_\_\_\_\_ 6. Lessee shall furnish to Lessor, **BEFORE THE FIRST OF THE MONTH AND 60 DAYS PRIOR to** the lease expiration date, written notice as to their intent to either renew the existing lease upon terms to be agreed upon by the parties hereto or vacate the leased premises. Subject to Lessor's mitigation obligations and other provisions of Wisconsin Law, if Lessee fails to timely furnish said written notice, then Lessor shall be entitled to charge Lessee for up to **AN ADDITIONAL TWO (2) MONTHS OF RENT** following the expiration date of the lease plus other holdover remedies provided for by law.
- \_\_\_\_\_ 7. All Month To Month leases must provide a minimum thirty (30) day written notice. Notice must be provided in writing on or before the last day of the month, 30-days prior to move out. Holding over past the last day of the lease may result in a \$50.00 per day hold over charge or pro-rated rent (whichever is larger). Holding over prevents a future resident from occupying the unit at the beginning of their lease term and may result in significant damage charges.
- \_\_\_\_\_ 8. Lessee agrees that a concession with the value of \$ 0.00 for N/A was provided to the Lessee. Lessee agrees that any rent concessions received in connection with taking occupancy of the premises is compensation for the completion of the Lessee's full lease term. Failure to complete the initial lease term grants Lessor the right to demand full re-payment of the amount of the concession.

\_\_\_\_\_ 9. Access to and possession of keys for the premises is Lessee's responsibility. Should Lessee request a lock change, a \$50.00 fee will be assessed. A \$5.00 fee per key will be assessed for any lost keys or keys not returned upon vacating the premises. Services required to un-lock your apartment after office hours will incur a \$25.00 fee after the first occurrence.

\_\_\_\_\_ 10. Abuse of the Emergency Response System (calling for routine maintenance after hours and weekends or exaggerating minor problems which results in overtime charges or subcontractor services calls) may result in an assessment of time charges or service charges. No charges will be assessed for genuine maintenance emergencies.

\_\_\_\_\_ 11. There will be a \$75.00 service charge, if applicable, for any false (fire) alarm set off. This charge is to cover the Lessor's cost of having to reset the fire alarm panel and check the fire system operation. In addition, Lessee is responsible for any fines assessed by the City or County as a result of responding to that false alarm.

\_\_\_\_\_ 12. There were no promises made about the cleaning, repairing, or otherwise improving the apartment in which I/We am/are interested, except the following, which shows the expected completion date of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 13. Lessee is not allowed to substitute or apply their security deposit for rent or other charges owing.

\_\_\_\_\_ 14. Upon acceptance of my/our application, I/We agree to pay any remaining balance of the security deposit. I/We further agree that all of the provisions of the disclosure statement — nonstandard rental provisions shall be incorporated into the lease as though fully set therein.

\_\_\_\_\_ 15. It is understood and agreed that Lessor shall be allowed to deduct any of the above charges which remain unpaid after Lessee(s) surrenders the premises from the Lessee(s) security deposit in addition to other unpaid charges or other obligations provided for in the lease.

\_\_\_\_\_ 16. I/We acknowledge receipt of a copy of this disclosure statement — nonstandard rental provisions.

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Lessee

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Date

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Agent for Lessor

**Lori Gabay**

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Date