

**LEASE AGREEMENT**

**LESSOR:** HIGHLANDS MULTIFAMILY, LLC

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:

ASHLEY HAMILTON / PROPERTY MANAGER  
12445 MACALISTER WAY  
NEW BERLIN, WI 53151  
414-529-5804



**LESSEE(s):** \_\_\_\_\_

**Jointly and Severally**  
**MEMBERS OF LESSEE(S) FAMILY AUTHORIZED TO LIVE IN LEASED PREMISES:**

**LEASED PREMISES ADDRESS:** \_\_\_\_\_

**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 the 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.

**Lease Term:** Twelve (12) months

**Move in:** 12:00pm    **Move out:** 12:00pm

**Move-in date:** \_\_\_\_\_ **First day of Lease Term:** \_\_\_\_\_ **Last day of Lease Term:** \_\_\_\_\_

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 costs to be paid during the term of this Lease shall be (Initial All Items):

_____	_____	_____	_____	_____	Monthly Rent:	_____
_____	_____	_____	_____	_____	Monthly Pet Fee:	_____
_____	_____	_____	_____	_____	Monthly M2M Fee:	_____
_____	_____	_____	_____	_____	Monthly Short Term Fee:	_____
_____	_____	_____	_____	_____	Monthly Parking/Garage:	_____
_____	_____	_____	_____	_____	Monthly Sales Tax:	_____
_____	_____	_____	_____	_____	Monthly Storage:	_____
_____	_____	_____	_____	_____	Total Monthly Amount Due:	_____

The total amount due for the term of this Lease shall equal the total monthly cost times the number of months in the term. If lease begins prior to the first day of the term of this Lease, then the total amounts due and payable for rent and other charges shall include a pro-rata amount by the number of days prior to the first full 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 total monthly amount due is due not later than the **FIRST DAY** of each and every month during the Lease term.
- 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 described above 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.

**Initial:** \_\_\_\_\_

1.6 Lessee shall pay the following utilities to the last day of the Lease term or extension thereof: **ELECTRIC, GAS, HOT WATER, TELEPHONE** and **CABLE**. Lessor shall pay for the following utilities: **WATER/SEWER, TRASH**. 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.

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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 \$35.00 in addition to \$5 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 \$5 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.

**Initial:** \_\_\_\_\_

1.8 Any amount due herein shall not be deemed to be paid until the funds provided clear the bank/credit company upon which the funds are provided from. If Lessee's payment fails to clear the bank/credit company, a service charge of \$50.00 will be assessed in addition to any late charges referred to in the preceding paragraph.

2. **Security Deposit.** 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. Any deposits paid by Lessee for the privilege of housing a pet, with prior Lessor approval will be detailed separately on Lessee's Pet Addendum. LESSEE IS NOT ALLOWED TO SUBSTITUTE OR APPLY THE SECURITY DEPOSIT FOR RENT OR OTHER CHARGES OWING.

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- 2.1 Lessee shall have seven (7) days after date of occupancy to do any of the following: Make an inspection of said premises and 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 request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit.
- 2.2 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.
- 2.3 Subject to the provisions of Wisconsin Law, all other charges not paid currently shall also be deducted from the security deposit.
- 2.4 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 prior written consent of Lessor. Should Lessor approve a pet(s) for Lessee, Lessee will be required to sign and abide by the community's rules and regulations as noted in Lessor's Pet Addendum. Should Lessee purchase a pet without prior Lessor's approval, Lessee(s) may be required to remove the pet from the property or face possible legal action, up to and including eviction.
  - 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.

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- 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.

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- 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 expected.
- 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 **Personal property disposal.** Lessor will not store any items of personal property that the Lessee leaves behind when Lessee vacates the premises, with the exception of any prescription medication or prescription medical equipment, which will be held for seven (7) days from the date of which Lessor discovers the property. All other property left behind will be immediately disposed of by Lessor at Lessee's expense. If Lessee abandons a titled vehicle, Lessor will give Lessee and any other secured party that Lessor is aware of, written notice of Lessor's intent to dispose of property fifteen (15) days from Lessor's discovery of these items by personal service, regular mail or certified mail to Lessee's last known address.

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- 3.10 **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.
- 3.11 **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.
- 3.12 **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.
- 3.13 **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. Lessor is hereby authorized to remove, at the expense of Lessee, anything so attached or affixed without said written consent.
- 3.14 **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, lighting, plumbing, electrical, smoke and fire 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.
- 3.15 **Rules and regulations regarding satellite antenna.** Not with standing 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 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 damage or destruction, 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 destruction 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 pursuant to holdover remedies provided for by law, Lessor may charge Lessee twice the rental value apportioned on a daily basis for the time that Lessee remains in possession of the leased premises. 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 At the time the Lessee vacates the premises, Lessee agrees to have the carpets in the premises professionally cleaned at Lessee's sole expense. Lessee agrees to provide Lessor a receipt for the professional carpet cleaning within 3 days of vacating the premises. In the event that Lessee fails to comply with this paragraph, Lessor shall have the carpets professionally cleaned and will seek reimbursement from the Lessee for the costs of the professional carpet cleaning through court action.
- 8.2 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.
- 8.3 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.
- Nothing in the lease documents should be construed to relieve the Lessor from liability for property damage or personal injury caused by negligent acts or omissions of the Lessor, or to impose liability on the Lessee for personal injury arising from causes clearly beyond the Lessee's control, or for property damage caused by natural disasters or by persons other than the Lessee or the Lessee's guests or invitees.
- 8.4 **Severability.** The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provisions.
- 8.5 **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.
- 8.6 **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.
- 8.7 **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.
- 8.8 **Multiple Lessees or Occupants.** Each Lessee is jointly and severally liable for all terms and conditions of the Lease Agreement. If any Lessee(s), guests, or occupants violates the Lease Agreement, all Lessee(s) are considered to have violated the Lease Agreement. Lessor's requests and notices to any one Lessee(s) constitute notice to all Lessee(s) and occupants. Notices and requests from any one Lessee(s) or occupant (including repair requests and entry permissions) constitute notice from all Lessee(s).
- 8.9 **Inclusions.** This Lease includes this document and the attached addenda including Community Policies, Parking Rules and Regulations, and Disclosure Statement-Non Standard Rental Provisions. There may be additional addendums applicable to you that will be included in the terms of the lease.

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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 re-renting 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.

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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 at torn 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. **Electronic Delivery.** Lessor and Lessee agree that Lessor may provide any of the following documents to Lessee by electronic means:
- (1.) A copy of the rental agreement and any document related to the rental agreement.
  - (2.) A security deposit and any documents related to the accounting and disposition of the security deposit refund.
  - (3.) A promise made before the initial rental agreement to clean, repair, or otherwise improve any portion of the premises.
  - (4.) Advance notice of entry under (704.05(2)).

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

- (a) A person who was not the tenant's invited guest.
- (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
  1. Sought an injunction barring the person from the premises.
  2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

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

12. **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 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>. SEE PARAGRAPH 7, SURRENDER AT TERMINATION, FOR MORE INFORMATION.**

Initial: \_\_\_\_\_

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

	Date		Date
	Date		Date
Agent for Lessor	Date		Date

## COMMUNITY POLICIES

FOR THE BENEFIT OF ALL LESSEE'S, AND TO ENSURE PROPER USE AND CARE OF THE PREMISES, LESSEE(S) SHALL COMPLY WITH ALL OF THE LISTED RULES AND REGULATIONS COMPILED HERE AND IN CONJUNCTION WITH YOUR LEASE.

### **Common areas:**

1. Do not place any signs, placards, advertisements or notices either inside or outside the building without prior consent of Lessor.
2. Do not 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.
3. Balconies or patios are solely for the purpose of sitting/standing and the usage of normal patio furniture. This would mean that furniture designed for interior spaces, coolers, bikes, toys, etc., may not be stored on the patio or balcony.
4. Do not cover or obstruct any window, door or transom with any items not approved in writing by Lessor.
5. Only do your laundry in the common laundry rooms that are provided or in the washer/dryer in your apartment. Laundry may not be hung on the patio or balcony.
6. No loitering in any common areas of the property.
7. All groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles must 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.
8. Any riding of bicycles, rollerblades, etc. inside the building is not permitted. These items cannot be stored in halls, landings, or in basements other than in Lessee's locker.
9. All balconies/patio areas must be kept in a neat and clean condition at all times. Lessor reserves the right to request the clean up or removal of items including any potted plants and/or flowers Lessor deems unsightly from your patio/balcony at any time.
10. The use of drives, walks or other common areas landscaped areas is provided by Lessor at Lessor's discretion and is not considered part of the leased premises.
11. Management reserves the right to demand resident identification anytime while on premises.
12. The use of any cooking equipment for cooking on the community grounds, patios or balconies is subject to local municipal laws. Many cities do not allow exterior cooking equipment of any type in apartment communities. Before purchasing or using any cooking equipment outside, you must contact Lessor for additional information. Not contacting the Lessor may subject you to municipal citations and/or legal action up to and including eviction.
13. Fire pits, outdoor heat lamps, tiki torches or any other flammable device are not allowed at any time.
14. Bird feeders, bird houses and wind chimes are not allowed.
15. No skateboarding or rollerblading are allowed anywhere on the premises at any time.
16. No vehicles are allowed at any time in any areas designated as a fire lane or on grassy areas. Violators are subject to ticketing or towing.

### **Your apartment:**

1. Do not allow Lessee, Lessee's guest and other invitees to become intoxicated, disorderly, harass or solicit other residents and their guests.
2. Do not create or cause any odors or improper noise or disturbance in Lessee's apartment or the buildings premises including but not limited to; loud playing of music, playing of a musical instrument or singing in a manner that may be objectionable to other Lessees.
3. Apartments shall not be used for the purpose of operating a business. All keys, remotes, fobs or pass cards are for the Lessee's sole use and may not be given to non-residents. Replacement keys, remotes, fobs or pass cards must be obtained from the Lessor at Lessee's cost.
4. All trash shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. Trash bags may not be dragged on the carpet or flooring in the building hallways. Lessee shall comply with any recycling rules, regulations and ordinances imposed.
5. 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.
6. Lessee must seek prior approval from Lessor before installing Lessee's personal draperies, blinds or other window treatments. If Lessor approves the installation, all window treatments must have white or off-white backs that face out from Lessee's apartment.
7. Lessee will pay for the cost to replace all bulbs or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, or other parts of premises.
8. 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 reimburse the Lessor including utilities to last day of lease term.
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 within five (5) days of occupancy. Failure to provide proof of renter's insurance will be considered a breach of lease. In addition, Lessee understands that it is Lessee's sole responsibility to obtain the renter's insurance covering any personal injury by any of its guests, occupants, and invitees for any injuries or losses resulting from causes or acts of a Lessee or Lessee's guest, occupants, and invitees.
10. No new cabling or wiring shall be installed without prior written consent of the Lessor and the completion and signature by the Lessee(s) of the Property's Satellite Addendum. Lessor reserves the right to deny Lessee(s) the ability to install a satellite dish. Lessor is authorized to remove, at the expense of the Lessee, any such apparatus erected without such prior written consent.
11. All plumbing related items (toilets, showers, drains, washer/dryers) shall not be used for any purpose other than that for which they were constructed. No 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 as authorized by law with a twelve (12) hour notice unless the situation is deemed an emergency.
13. 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.
14. No water furniture, including but not limited to, aquariums or waterbeds are permitted without the Lessor's prior written consent. Lessees wishing to have an aquarium may only have an aquarium if Lessee's apartment is on the ground floor.
15. Lessee will observe rules and regulations concerning recreational amenities. Lessees are not allowed to bring in guests to use the fitness center, however, Lessee may bring in up to two (2) guests per apartment when using the other recreational amenities. At all times guests of Lessee must be accompanied by Lessee. All guests must be accompanied by the Lessee to use the facilities. No one under the age of 18 will be allowed to use the amenities without adult supervision. Lessees who abuse the use of the property's recreational amenities may lose use of these amenities.
16. The Lessee agrees to notify the Lessor immediately if any smoke detector or carbon monoxide detector (where required) is not working properly. Lessees should test both smoke detectors and carbon monoxide detectors (if applicable) at least once per month. Lessee should inform Lessor immediately if any of these units are not working properly. Any defective smoke detector or carbon monoxide detector will be replaced by the Lessor. Lessee understands that tampering or disabling detectors in any manner is illegal. Lessee will be subject to all maximum penalties under law.

*If you have a smoke detector or carbon monoxide detector (where required) in your apartment it will audibly alert you that the battery is weak and needs replacement. You should test your smoke detector and carbon monoxide detector at least once a month. Batteries in all smoke detectors will be replaced once per year by the Lessor. Carbon monoxide detectors will be replaced as needed.*

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.

Initial: \_\_\_\_\_

**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. Parking lots and garages are for Lessee's sole use and not for Lessee's guests.
2. Vehicle parking shall be in the assigned spaces only (if applicable) and shall not be permitted in restricted or prohibited areas. Lessees must park Lessee's vehicles in garages or assigned spaces (as available). At no time may Lessees use guest parking for Lessee's vehicles. Garage doors (where applicable) must be kept closed at all times.
3. Lessee's garage may not be used for storage of Lessee's personal property if the storage of such items causes the Lessee to park their personal vehicles in guest parking areas. Storage of personal property in any parking stall is not allowed.
4. Lessee may not make use of parking stalls for the purpose of performing vehicle maintenance.
5. Recreational vehicles, campers, boats, trailers, atvs or other motorized vehicles for recreational use may not be stored anywhere on the property without prior Lessor approval. Lessees with garages may park such items temporarily in their garage but may not park their own personal vehicles in guest parking stalls.
6. Lessees may not park a POD or other type of portable storage crate without prior approval by Lessor. The POD must fit between the lines in a parking stall and must be moved within 48 hours. POD's that are parked without prior Lessee's approval may be subjected to ticketing or towing if applicable.
7. All vehicles must be legally licensed and registered. Lessee's vehicles must be 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 Lessee's expense.
8. 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. Any damage caused by spillage of such fluids will be at Lessee's expense.
9. 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, landscaped areas or areas marked as fire lanes.
10. Management reserves the right to re-assign parking spaces as it deems necessary.
11. During snowfalls where snow removal is required if Lessee fails to move their personal vehicle or guest's vehicle within 24 hours after a snow fall so that plowing can take place in an unimpeded fashion, Lessee's or their guest's vehicles may be subjected to ticketing and towing at the owner's expense.
12. During scheduled repairs of any areas of the parking lots if Lessee fails to move their or their guest's vehicle as directed by prior notification by Lessor, Lessee may be subject to ticketing and towing of their vehicles or their guest's vehicle at their or the owner's expense.
13. If Lessee is unavailable or unable to move their vehicle, it is the Lessee's responsibility to make other arrangements for the movement of Lessee's vehicle.

**Lessee acknowledges that vehicles parked in violation of the above Parking 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.**

**ANY VIOLATION OF ANY OF THE FOREGOING COMMUNITY POLICIES, PARKING RULES AND REGULATIONS SHALL CONSTITUTE A BREACH OF THE LEASE.**

**I have read the foregoing Community Policies, Parking Rules and Regulations and agree to abide by them as part of the Lease.**

Vehicle Make	Model	Color	Year	Plate Number	State

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____		
<b>Agent for Lessor</b>	Date		

**DISCLOSURE STATEMENT - NONSTANDARD RENTAL PROVISIONS**

**LESSEE(s):** \_\_\_\_\_

**LEASED PREMISES ADDRESS:** \_\_\_\_\_

The following items under certain conditions may represent obligations to pay or result in deductions from any deposit. This addendum is part of the 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 at its sole discretion agrees to allow Lessee(s) to add parties or delete parties from this Lease with prior Lessor's written approval.

**Initial:** \_\_\_\_\_

2. I/We were furnished a copy of the Lease, Community Polices, Parking Policies, Non-standard Rental Provisions and all other applicable addendums contained therein, for my/our review.

**Initial:** \_\_\_\_\_

3. I/We were informed that the following utilities are or are not included in the rent as listed below and that the bills for any utilities not included in the rent shall be paid by Lessee at the time such bills are due and payable, including utilities to the last day of Lessee's lease term or renewal.

Utility Charges	Electric	Gas	Hot Water	Water/Sewer	Trash/Recycling
Included in Rent				X	X
Not included in Rent	X	X	X		

**Initial:** \_\_\_\_\_

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 **\$35.00** if rent is not paid by midnight of the third day. In addition, a **\$5.00** per day late charge thereafter per occurrence will be charged. Should rent be paid late more than once during your tenancy, late fees will increase to **\$50.00**, in addition to **\$5.00** per day thereafter per occurrence.

The Lessor may require any late rental payments and any other amounts due under the Lease to be paid by Cashier's Check, Money Order or by Credit Card and shall not be required to accept payment by personal 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 each month, and time is of the essence with respect to said payments.

**Initial:** \_\_\_\_\_

5. I/We understand that if a check, ACH, debit or credit card is tendered for payment of rent or other charges and there are insufficient funds in the account to complete the transaction or the account is closed or non-existent, then the failed transaction will be treated as an NSF payment under the lease and a service charge of \$50.00 in addition to any late fees as described in the lease will be assessed. Lessor may require subsequent payments to be paid in another form including cashier's check, money order or credit card and shall not be required to accept payment by any previous form used. I/we understand that any late payments, service charges and returned insufficient transactions be paid at time the payment is due and that my/our account will be considered delinquent until all outstanding charges are paid in full.

**Initial:** \_\_\_\_\_

6. Lessee shall furnish to Lessor, before the first of the month and 60-days prior to the lease expiration date, written notice of Lessee's intent to vacate the leased premises by the lease expiration date. If Lessee(s) does not move out by the lease expiration date or beyond a different move-out date agreed to by the parties in writing, then pursuant to holdover remedies provided for by law, Lessor may charge Lessee(s) twice the rental value apportioned on a daily basis for the time that Lessee(s) remain in possession of the leased premises.

**Initial:** \_\_\_\_\_

7. If Lessee requests and Lessor approves, Lessee may elect to go on a month-to-month lease. Lessee understands that there will be a \$175 fee per month for being on a month-to-month lease. All month-to-month Leases must provide a minimum of a thirty (30) day written notice. Notice must be provided in writing on or before the last day of the month, 30-days prior to Lessee's intent to vacate. Holding over beyond the last day of the month-to-month Lease will result in holdover remedies provided for by law. See paragraph 7 of Lease, SURRENDER AT TERMINATION, for more information.

**Initial:** \_\_\_\_\_

8. Lessee(s) agree that a rental concession with the value of \_\_\_\_\_ for \_\_\_\_\_ was provided to the Lessee(s).

Lessee(s) agree that a student concession with the value of \_\_\_\_\_ was provided to the Lessee(s) for each month you are a full-time college student. School admittance letter required for verification of full-time status and should include semester start and end dates.

Lessee(s) agrees that any rental or student concessions received in connection with taking occupancy of the premises is compensation for the completion of Lessee's full lease term. Failure of the Lessee(s) to fulfill the terms of the Lease grants the Lessor the right to demand full re-payment of the amount of the concession.

**Initial:** \_\_\_\_\_

9. Lessee(s) agree and understand that there will be an amenity fee of \$125.00 owed prior to taking occupancy of said unit above, if applicable to the Lessor.

**Initial:** \_\_\_\_\_

10. Access and possession of keys, garage remotes, fobs or keycards is the Lessee's responsibility. Should Lessee(s) request a lock change, a **\$50.00** charge will be assessed. Should additional keys be requested by the Lessee(s) a charge of **\$5.00** per key will be assessed. Any cost for the purchase of new key cards, fobs or remotes will be charged back as the actual cost of replacement. Any keys, remotes or key cards not returned to the Lessor at time of Lessee(s) vacating the premises will be charged back to Lessee(s). Services required to un-lock your apartment after-hours will incur a **\$75.00** charge.

**Initial:** \_\_\_\_\_

11. Abuse of the emergency response system (calling in routine maintenance requests after hours, exaggerating minor issues which results in overtime charges to contractors or employees) may result in an assessment of time charges or actual service charges. No charges will be assessed for genuine maintenance emergencies.

**Initial:** \_\_\_\_\_

12. There will be \$75 fee assessed, if applicable, for any false alarms. This charge is to cover the cost of Lessor's resetting of any alarm systems and verifying of alarm operations. In addition, Lessee(s) will be responsible for any fines assessed by the City or County as a result of their responding to a false alarm.

**Initial:** \_\_\_\_\_

13. There were no promises made about cleaning, repairing or otherwise improvements to the apartment in which I/we discussed with the exception of the following:

\_\_\_\_\_

**Initial:** \_\_\_\_\_

14. Lessee(s) are not allowed to substitute their deposit(s) for rent or other charges owing.

**Initial:** \_\_\_\_\_

15. Lessor will not store any items of personal property that the Lessee(s) leave behind when the Lessee(s) vacates the premises with the exception of any prescription medication or prescription medical equipment, which shall be held for seven (7) days from the date on which the Lessor discovers the property. All other property left behind of will be disposed of immediately and all costs associated with the disposal may be charged back to the Lessee(s).

**Initial:** \_\_\_\_\_

16. Upon acceptance of my/our application, I/we agree to pay any remaining deposit balance if request by Lessor. I/we further agree that all of the provisions of the Disclosure Statement-Non Standard Rental Provisions shall be incorporated into the Lease as though fully set therein.

**Initial:** \_\_\_\_\_

17. 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. These charges will be deducted from Lessee(s) portion of refundable deposit(s) in addition to any other charges or any other obligations provided for in the Lease.

**Initial:** \_\_\_\_\_

18. I/we acknowledge receipt of a copy of this Disclosure Statement-Non-Standard Rental Provision.

**Initial:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Lessor Date





# The Importance of Renter's Insurance

**You rent the apartment where you live, so why do you need renter's insurance?**

## **My Landlord's Insurance Will Pay For It**

Your Landlord's insurance policy does not cover your personal property. The Landlord's insurance will only cover the physical dwelling in which you live (the floors and walls) not your personal possessions such as TV, computer, cell phones, clothing, food, etc.

## **My Landlord Will Provide Me a Place to Live While My Apartment is Being Fixed**

Not true. For those residents who are displaced due to a fire or other event, the Landlord is not required to provide you with free housing.

## **I'm Not Responsible If My Roommate Starts a Fire**

Unintentional bodily injury or property damage caused by your roommate or a guest of a roommate can cost you a significant amount of money. A visitor who slips on your wet kitchen floor can be as costly as a fire.

## **I don't Own Very Much**

You don't realize the value of your belongings until they are lost in a fire or a storm. The cost of replacement of your belongings is an out of pocket expense that may be difficult for you to afford.

## **Renter's Insurance Is Too Expensive**

Compared to how much money you would have to pay out of pocket renter's insurance is cheap.

The importance of renter's insurance and my responsibility in purchasing and maintaining renter's insurance has been explained to me.

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____		
Agent for Lessor	Date		

**THOMSON COMPANIES**  
**NOTICE TO VACATE INSTRUCTIONS**

Dear Resident(s),

Moving is a BIG job and per the lease agreement 2.2 "Said premises shall be left by Lessee in a clean and undamaged condition..." we are providing the following cleaning guidelines to help with your move.

The following is a list of your responsibilities pertaining to cleaning and the repair of damages to your apartment. Any un-cleaned areas or necessary repairs will be deducted from your security deposit upon vacating the premises and the approximate charges if not completed.

**KITCHEN**

**DO NOT UNPLUG OR TURN OFF REFRIGERATOR**

Excessive grease in walls and or appliances	\$25.00 per hour
Refrigerator/Freezer cleaned out & wiped down	\$25.00
Stove (racks, burners, drip pans, underneath)	\$25.00
Microwave inside/outside/underneath and vents	\$25.00
Dishwasher (inside/outside)	\$10.00
Sink	\$10.00
Cupboards & Drawers (inside/outside)	\$20.00
Floors & Baseboards	\$25.00
Counter tops	\$10.00

**BATHROOM(S)**

Bathtubs/Shower	\$35.00
Toilets	\$35.00
Sinks & Faucets	\$10.00
Vanity Area (cupboards included)	\$10.00
Mirrors & Medicine Cabinets	\$10.00
Floors	\$10.00

**GENERAL CLEANING**

Empty all closets	\$10.00 minimum
Ceiling fan blades/light fixtures	\$15.00
Vacuum Carpets/Wipe down baseboards	\$20.00
Clean ALL Blinds	\$20.00
Remove all items & sweep Patio/Balcony	\$20.00
Remove items and sweep out garage and/or storage locker	\$25.00
Lost Garage Door openers	\$50.00
Keys not returned (cost per key)	\$5.00
Excess Trash Removal	\$25.00 per hour to remove
Clean out Washer/Dryer (if applicable)	\$10.00 each
Recycling Container Cleaned	\$10.00
Light Bulbs if removed or burnt out will be charged actual cost	

\*Any additional damages noted on "Notice To Vacate" form will be charged at actual cost and labor costs. Any damages to the apartments or building (minus normal wear & tear) will be calculated at an hourly rate of \$25.00 per hour plus materials.

**CARPETS**

Per the lease agreement 8.1 "Lessee agrees to have the carpets in the premises professionally cleaned at Lessee's sole expense. Lessee agrees to provide Lessor a receipt for the professional carpet cleaning within 3 days of vacating the premises."

**PAINTING**

Lessees are not responsible for normal wear and tear. Anything that cannot be covered with a single coat of our standard paint will be an additional charge. Lessees may choose to prime with a flat primer or pay Lessor's contractor directly and have Lessor schedule the service after the apartment is vacated.

**UTILITIES**

You may call the utility company and request meter readings for the last day of your lease. During the heating season, please leave the thermostat at 60 degrees. Turn off A/C.

**MOVE-OUT INSPECTIONS**

Move-out inspections are done by appointment during office hours and must be completed by NOON of the last day of your lease. The apartment should be cleaned, empty, and keys turned in at the time of the inspection.

THANK YOU FOR MAKING US YOUR HOME!

Apartment: \_\_\_\_\_

_____	_____	_____	_____
_____	Date	_____	Date
_____	Date	_____	Date



**HIGHLANDS MULTIFAMILY, LLC**  
**MOISTURE/HUMIDITY**  
**LEASE ADDENDUM**

LESSEE(s): \_\_\_\_\_

LEASED PREMISES ADDRESS: \_\_\_\_\_

This Addendum is made to the Lease Agreement by and between the undersigned as Tenant(s) and HIGHLANDS MULTIFAMILY, LLC as Landlord(s) regarding a lease at the HIGHLANDS MULTIFAMILY, LLC.

To minimize moisture and humidity in the Unit, Resident hereby agrees to the following:

1. **CLIMATE CONTROL.** Tenant agrees to utilize the heating and cooling system in the unit on a regular basis and to maintain a reasonable temperature in the unit which is usually between 67 and 72 degrees.
2. **VENTILATION.** Tenant agrees not to modify, obstruct or tamper with any of the ventilation systems for the Unit. Tenant will use the kitchen and bath ventilation fans when cooking or utilizing the baths or showers.
3. **NO UNUSUAL SYSTEMS.** Tenant will not use humidifiers or vaporizers (other than for limited periods related to illness), aquariums, terrariums or other systems or appliances which introduce moisture or humidity into the Unit.
4. **NOTIFICATION OF MANAGEMENT.** Tenant shall promptly notify Landlord of the presence of any of the following conditions:
  - i. A water leak, excessive moisture, or standing water inside the Unit;
  - ii. Any water leak, excessive moisture, or standing water in any common area;
  - iii. Any seepage, staining, or mildew on any surface in the Unit; and/or
  - iv. A malfunction in any part of the heating, air conditioning, or ventilation systems in the Unit.
5. **VIOLATION OF ADDENDUM.** Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant whatsoever, including the termination of the Lease.
6. **LIABILITY.** Tenant shall be liable to Landlord for damages sustained to the Unit due to Tenant's failure to comply with the terms of this Addendum.
7. **ADDENDUM SUPERSEDES LEASE.** In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.

	Date		Date
	Date		Date
Agent for Lessor	Date		Date



**HIGHLANDS MULTIFAMILY, LLC**  
**NO SMOKING LEASE ADDENDUM**

**LESSEE(s):** \_\_\_\_\_

**LEASED PREMISES ADDRESS:** \_\_\_\_\_

*Lessee(s) (Renter(s)) is/are parties to a written Residential Lease with Lessor (Landlord). This Addendum states the following terms, conditions and rules are hereby incorporated into the Residential Lease for the above property. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.*

**1. No-Smoking Policy** --Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the Lessor is adopting the following No-Smoking Policy, which prohibits smoking inside the unit rented by Lessee(s), property and any common interior areas, including but not limited to hallways, laundry rooms, stairways, and elevator, within all living units, and within 10 feet of building(s) including entry ways, porches, balconies and patios. This policy applies to all residents, guests, and visitors.

**2. Definition** -- The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.

**3. Lessee(s) to Promote No-Smoking Policy and to Alert Lessor of Violations** – Lessee(s) shall inform Lessee’s guests of the no-smoking policy. Further, Lessee(s) shall promptly give Lessor a written statement of any incident where tobacco smoke is migrating into the Lessee’s unit from sources outside of the Lessee’s unit.

**4. Lessor to Promote No-Smoking Policy** - Lessor may post no-smoking signs at entrances and exits common areas, hallways and in conspicuous places.

**5. Lessor Not a Guarantor of Smoke-Free Environment** – Lessee(s) acknowledges that Lessor’s adoption of a No-Smoking Policy, and the efforts to designate portions of the Property as smoke-free do not make the Lessor or any of its managing agents the guarantor of Lessee’s health or of the smoke- free condition of the Lessee’s unit and non-smoking portions of the Property. However, Lessor will take reasonable steps to enforce the No-Smoking Policy. Lessor is not required to take steps in response to smoking unless Lessor has actual knowledge of the smoking and the identity of the responsible Lessee(s).

**6. Effect of Breach and Right to Terminate Lease** – Lessee’s are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Addendum will result in a \$500 violation fee. In addition, the Lessee(s) will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum. Furthermore, Lessor shall have the right, at its sole discretion, to immediately terminate the Lease.

**7. Lessor Disclaimer** – Lessee(s) acknowledges Lessor’s adoption of a non-smoking living environment, and the efforts to designate portions of the Property as non-smoking does not in any way change the standard of care that the Lessor or managing agent has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Lessor specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Lessor cannot and does not warranty or promise that the Property will be free from secondhand smoke. Lessee(s) acknowledges that Lessor’s ability to police, monitor or enforce this Addendum is dependent insignificant part on voluntary compliance by Lessee(s) and Lessee’s guests. Lessee’s with respiratory ailments, allergies or other condition relating to smoke are put on notice that Lessor does not assume any higher duty of care to enforce this Addendum than any other **Landlord** obligation under the rental agreement.

	Date		Date
	Date		Date
Agent for Lessor	Date		