

RESIDENTIAL LEASE

This lease was drafted by The McBride Companies LLC which represents the Landlord. This Lease of the Premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

<p>TENANT(S):</p> <p>SAMPLE</p> <p>PREMISES: 539 W. Wilson Street Madison, WI 53703</p> <p>RENT: Twelve equal payments for rent each in the amount of \$XX* for Premises are due and payable in advance on the FIFTEENTH day of each month at The McBride Companies, P.O. Box 191, Madison, WI 53701. *A rental discount in the amount of \$50.00 will be subtracted for those payments received by the fifteenth day of each month. All tenants, if more than one, are jointly and severally liable for the full amount of payments due under this Lease.</p> <p>SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall pay a security deposit in the amount of \$XX to be held by The McBride Companies. The security deposit is required to be posted within 24 hours of lease signing and can most quickly be accomplished via the McBride on-line payment processor PSN as listed on the homepage of www.McBrideCompanies.com or via this direct link: https://www.PaymentServiceNetwork.com/login.asp?acc=RT18874 Depending on prevailing law or ordinance, the security deposit may earn simple interest at the annual rate as determined by the Wisconsin Department of Financial Institutions (DFI) annually calculated from the day the deposit is paid until the deposit is accounted for at termination of the tenancy. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days as required by law after Tenant surrenders the Premises. Surrender shall include vacating the Premises and return of, or accounting for, Landlord's property held by Tenant, including keys. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Landlord will give Tenant a written description of any physical damages charged to the previous Tenant's security deposit as soon as such description is available. Tenant has seven days from the beginning of the Lease term to notify Landlord of any additional damage or defect of which written notification is given within the time stated. Tenant may not use the security deposit as payment of the last month's rent.</p>	<p>LANDLORD: Agent for service or process, maintenance, management, and collection of rents:</p> <p style="text-align: center;">The McBride Companies LLC P.O. Box 191 139 W. Wilson Street, Suite 105 Madison, WI 53701 (608) 284-1800</p> <p>TERM: This lease shall extend for a fixed term beginning on August 15, 20__ (12:00 Noon) and continuing to August 12, 20__ (12:00 Noon). (NOTE: A lease for a fixed term expires without further notice. If tenancy is to be continued beyond this lease term, parties should agree and make arrangements for this in advance of the lease expiration.)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">UTILITIES:</th> <th style="text-align: left; border-bottom: 1px solid black;">Check if paid by:</th> <th style="text-align: left; border-bottom: 1px solid black;">Landlord</th> <th style="text-align: left; border-bottom: 1px solid black;">Tenant</th> </tr> </thead> <tbody> <tr><td>Electricity</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>Gas</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>Heat</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>Air Conditioning</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>Water & Sewer</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>Hot Water</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>Trash</td><td></td><td style="text-align: center;">X</td><td></td></tr> <tr><td>Other</td><td></td><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td></tr> </tbody> </table> <p>Tenant agrees to pay all specified above utilities the entire duration of the lease term.</p> <p>TIME IS OF THE ESSENCE: as to: delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease or before vacating the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this Lease or by law. Time is of the essence means that a deadline must be strictly followed.</p> <p>SPECIAL PROVISIONS: The lease addendum attached hereto and made a part of. This lease shall include the provisions on the reverse hereof. Other special provisions:</p> <p>Pets are not permitted without the prior written consent of the Landlord. Motorized vehicle parking is NOT included as part of this agreement.</p>	UTILITIES:	Check if paid by:	Landlord	Tenant	Electricity			X	Gas			X	Heat			X	Air Conditioning			X	Water & Sewer			X	Hot Water			X	Trash		X		Other		_____	_____
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COPY OF LEASE AND RULES: Landlord has previously provided Tenant a copy of the lease and any rules relating to Premises at time of application. Landlord shall give Tenant a copy of this Lease and any rules relating to the Premises when this Lease is signed by Tenant. Landlord shall give Tenant the check-in sheet, keys and any other necessary documents on or before the commencement of this Lease.

SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS

IN WITNESS WHEREOF, the parties have executed this Lease.

 Tenant, Jointly & Severally

 Tenant, Jointly & Severally

 Tenant, Jointly & Severally

 Tenant, Jointly & Severally

 Tenant, Jointly & Severally

_____ _____
 Agent date

LEAD-BASED PAINT PROVISIONS: Tenant has received, read and understands Landlord's lead-based (LBP) disclosures and the Lead-Based Paint: Protect Your Family Pamphlet. Tenant agrees to follow the practices recommended in the Pamphlet in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify the Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and ordinances, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter Ag 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

POSSESSION; ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided herein. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension of renewal, or its termination in accordance within the terms of the law.

If Tenant abandons the Premises before expiration of termination of this Lease, its extension of renewal, or if the tenancy is terminated for Tenant's breach of this Lease, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency.

If Tenant is absent from the Premises for two successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of absence.

If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and Landlord shall deal with it as provided by the law, section 704.05(5), Wis. Stats.

GUESTS: Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purpose, (2) engage in activities which unduly disrupt neighbors of or tenants in the building in which the Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy.

Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two weeks without written consent of the Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

MAINTENANCE: Landlord, under sec. 704.07, shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair.

Tenant shall maintain the Premises under Tenant's control clean and in as good general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part.

Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which they are located. Basic electrical and heating utilities are required to be maintained throughout the duration of the lease term.

Landlord shall give Tenant written notice to the parties' responsibilities regarding the maintenance of smoke detectors as required under the rules of the Department of Industry, Labor, and Human Relations and each party shall fulfill its responsibilities under those rules.

RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Any failure by Tenant to comply substantially with the rules is a breach of the Lease. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendment may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules will have been given to the Tenant at the time of application and at the time of signing of the Lease.

BREACH; TERMINATION: Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach, Tenant commits a similar breach, this Lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any lease term. If Landlord commits a breach, Tenant has the rights, under chap. 704, Wis. Stats., including secs. 704.07(4) and 704.45, and under Wisconsin Administrative Code chap. Ag. 134.

CODE VIOLATIONS; ADVERSE CONDITIONS: If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical system, or hazardous conditions or structure) these are listed under Special Provisions, or a separate addendum to this Lease, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Lease is signed or any deposit accepted.

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

REPAIRS: Any promise of Landlord made before execution of the Lease to repair, clean or improve the Premises, including the promised date of completion, is listed under Special Provisions or a separate addendum to this Lease. Time being of the essence as to completion of repairs does not apply to any delay beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant at reasonable times with 24 hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage. All maintenance entry and showing entry notices are sent via email using the Tenant's email address furnished on the original application form. Neither party shall add or change locks without providing the other party keys to permit access to the Premises. Improper denial of access to the Premises is a breach of the Lease.

CONTINUATION OF LEASE: This lease shall not renew.

ASSIGNMENT, SUBLEASE; CHANGES: Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld.

Tenant, Jointly & Severally

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Agent

date

NONSTANDARD RENTAL PROVISIONS ADDENDUM

This addendum is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of this addendum could be considered a breach of contract and grounds for legal action against the tenant.

Rental Payments

Rental payments in the form of check or money order are due and payable on or before the fifteenth day of each month. Checkless EFT payments can be made via the McBride on-line payment processor PSN as listed on the homepage of www.McBrideCompanies.com or via this direct link: <https://www.PaymentServiceNetwork.com/login.asp?acc=RT18874>. Cash payments are not accepted and checks are presented for payment as they are received independent of the posted date. A \$50.00 credit for timely payments will be issued for each apartment, not each lessee. A late fee of \$5.00 per day will apply to all rents received after the twentieth day of each month which is in addition to the loss of the rental discount. Checks or electronic payments returned by our bank for any reason will be assessed an additional \$35.00 charge along with the rental discount loss of \$50.00. If a second check is returned, all future payments will be required to be made by money order or certified check.

Multiple Occupancy

All adults of legal age residing in the apartment must be signed parties to the lease agreement. Each roommate is jointly and severally liable for the performance of the Lease Agreement for the apartment. Rent is due and payable under the terms addressed in the Lease Agreement. All roommates are responsible for the full amount due. If a portion of the rent remains unpaid, all roommates will be pursued for payment as provided by law. If one roommate shall vacate the leased premises, the remaining roommate(s) shall continue to be responsible for the full rent due. If another roommate is to move into the premises, the proposed new roommate must be approved by management, undergoing the same approval process used in originally leasing the apartment prior to moving in. It is understood that management shall have the right to refuse to allow a new roommate if the proposed roommate does not qualify under the screening process by credit, income and rental history and the vacating roommate shall not be relieved of liability until the new applicant has been approved or the remaining roommate accepts full responsibility for the lease. Failure of the proposed new roommate to qualify shall not relieve the existing roommate(s) of any responsibilities under the Lease Agreement. Security deposits will be held for the entire term of the Lease Agreement. If one roommate shall move from the apartment while another remains, the roommates should settle the disposition of the security deposit among themselves, as a refund or forfeiture of the security deposit by management will only be made when the apartment is vacated by all parties. Security deposit refunds will be made jointly to roommates on the Lease Agreement at the time the apartment is vacated and mailed to the forwarding address of any one of the roommates. All roommates must agree upon any roommate additions or substitutions and understand their obligation to give proper notice to vacate all parties involved, including roommates. If there are any damages or rent owing when the apartment is vacated, all roommates will be equally liable and management may, at its sole discretion, pursue collection from any one or all roommates.

Subletting

Lessee is authorized to place his/her accommodations up for sublet by contacting the Landlord. Essential items in the sublet agreement stipulate that (1) original lessee remains liable and responsible for rental payments on the due date and (2) lessee remains responsible for all items contained in the lease agreement and addendum. The landlord must approve of the sublessee rental application. A \$50.00 administrative fee will be charged to the original lessee at the time that the new application is accepted. If the Landlord's rental agent secures a sublessee, the fee to the Landlord for the rental agent's time and effort is an additional \$200.00. Should McBride Companies LLC act on behalf of the original tenant and secure a suitable sublettor, apartment viewing appointments are charged at \$15.00 per viewing and any advertisements placed on behalf of the specific apartment are charged at face value. If the apartment lease term has not yet begun and Lessee wishes to sever the lease agreement a minimum of 30 days in advance of lease start date, Landlord will act on behalf of Lessee to secure an alternative Lessee for the total fee of \$200.00. Any person of legal age who resides in the rental unit must be a signed party to the lease. Lessees may not add residents without the prior approval of the landlord.

Tenant Conduct

Tenants are responsible for the conduct of their guests in their apartment or outside of the premises in accordance with these rules and regulations. Stereos, radios, games, and televisions are not to be played so loudly that they are objectionable to other residents or neighbors. Gatherings of residents and their guests are welcome provided such gatherings do not become boisterous, obscene, or objectionable to other residents or neighbors. Parties (social gatherings) of more than ten (10) persons are strictly prohibited without prior written authorization from the landlord. The landlord shall reserve the right to allow or disallow said request at its sole discretion. In addition, quantities of alcoholic or fermented beverages larger (quarter/half/whole barrels, etc.) than 750ml containers are strictly prohibited. **NO BARRELS OR KEGS ARE ALLOWED ON THE PROPERTY AT ANY TIME.** Should Tenants elect to host large a gathering with or without the landlord's consent and any resulting trash, debris, refuse, decorations, party favors, human waste, etc. not be tidied from any common area after said gathering, Tenant will be assessed a minimum cleaning fee of \$100.00 per occurrence. If professional carpet or other cleaning is needed as the result of said gather(s), the full charge of such service will be assessed to the primary offending unit's residents. Assessment will be charged to primary hosting unit after review of video recordings. Fireworks of any nature are not allowed to be ignited on or in any apartment, porch, deck, or common area of any building at any time. Any fireworks ignited by a Tenant or Tenant's guest will result in immediate eviction proceedings. Should lessee or any of his/her guest(s) become disorderly or create unreasonable noise levels, it shall be the option of the lessor to declare this lease null and void.

Aesthetics

For aesthetic reasons, signs, posters, flags, sheets, articles of clothing, etc. are prohibited from being displayed in the window(s) or exterior door(s) of any apartment unit. Towels, rugs, doormats, clothing, grills, bicycles, toys, boots, etc. or any personal belongings should not be left in any hallways, balconies, catwalks, porches, or attached to the exterior of any building, railing or tree. Bicycles or any motor vehicles are to be stored only in the designated areas and are not permitted to be stored in any apartment or residential room, attached to trees, fences, railings, posts, etc. Bicycles outside of the designated area(s) will be removed. No painting of any surface within the apartment or common areas is allowed under any circumstances. No satellite dishes or antennas of any sort may be mounted to any exterior part of the building. Coniferous (holiday) trees are not permitted in any dwelling unit, but artificial trees are allowed. Fresh cut wreaths or decorations are not to be hung on apartment entry doors.

Surveillance Cameras

In an effort to prevent vandalism and damage to the property, monitoring devices may have been installed in the common areas, exterior, and garage areas. The devices are used for the limited purpose of monitoring the conduct of persons who may cause such damage and destruction.

Smoking and Flammables

All McBride Companies LLC buildings are non-smoking. Aside from the proven health concerns, cigarette, cigar, and pipe smoking are highly damaging to all surfaces--particularly painted surfaces, carpet, hardwood, and blinds. For this reason, smoking within the building common areas, apartments, patios, decks, or anywhere on the property is absolutely prohibited. Any damage caused by smoking or candles resulting in yellowing, residue, odor or any other smoke-related damage is not considered normal wear and tear and repair or replacement damages will be charged accordingly. Additionally, candles, halogen lights, exposed element space heaters or any other high temperature devices are prohibited. Grills of any variety are strictly prohibited.

Tenant, Jointly & Severally

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Agent

date

NONSTANDARD RENTAL PROVISIONS ADDENDUM

_____ **Surface Structures**

The installation of any permanent or semi-permanent structures or equipment (walls, doors, ceilings, TV racks, bike racks, locks, padlocks, deadbolts, etc.) is strictly prohibited. The hanging, setting, placing, or otherwise securing any item to the bathroom area light valance is strictly prohibited and any damage, breakage, or any action causing said light valance to become unaffixed is the sole responsibility of the Tenant. No nail or screw holes greater than 3mm in diameter or adhesives are allowed and no holes of any sort may be bored through any interior or exterior wall. A minimum charge of \$3.00 per hole or adhesive area in addition to any fee necessary to restore the surface to its original condition may be assessed to Tenant's deposit upon check out. No painting of any surface within the apartment or common areas is allowed under any circumstances. The apartment will be provided with no nail holes or adhesive areas upon move-in and the responsibility of notifying the landlord of any holes, etc. lies with the Tenant.

_____ **Hardwood Flooring**

The Tenant is responsible for the proper care of the apartment's hardwood flooring. Scratches, gouges, warping, moisture damage, etc. caused by misuse is not considered normal wear and tear and will be charged to the Tenant's account.

_____ **Attic Area**

The attic area is not designed for everyday use and is not to be used as a sleeping area at any time.

_____ **Storage Lockers**

Storage lockers may be available on a first come/first served basis for a nominal monthly fee. Landlord makes no guarantee as to availability or security of any common storage area and assumes no liability for items misplaced, stolen, damaged or otherwise harmed. Articles left in the storage lockers after the lease expiration are subject to removal without notice or reimbursement. Landlord reserves the right to enter the storage locker and remove any contents which may pose a threat to the building or persons or are otherwise deemed noxious or offensive.

_____ **Pets**

No uncaged pets are allowed in any apartment under any circumstances without the prior written approval of the landlord. There is a penalty of \$200.00 per month per pet for any pet found on site and not under the provision of a pet lease addendum.

_____ **Insurance**

Each resident is required to carry his/her own insurance, as the landlord's insurance does NOT cover the tenant's belongings in any common area, garage, apartment, or storage area against fire, water, storm, theft, electrical or damage of any other nature.

_____ **Smoke Detectors**

Smoke detectors are operational at the time of occupancy. The weekly responsibility of checking the operation of each unit's smoke detector lies with the tenant. Should the detector not function properly, the tenant shall notify the landlord in writing of such malfunction within 24 hours.

_____ **Outdoor Deck**

For those apartments so equipped, the outdoor deck is provided as a courtesy not as part of the leased apartment interior space proper subject solely to landlord's discretion and provided Tenants are able to use the deck in such a manner as to not inflict damage or injury to the surrounding roof areas, Tenants, Tenants' guests, or passersby. Throwing or dropping of any article for any reason beyond the deck area and travel beyond the railed and boarded portion of the deck is strictly prohibited and will result in revocation of roof deck privileges at the minimum with eviction from the apartment potentially. Grills of any sort are strictly prohibited on any deck, balcony, or roof area and only patio style furniture made of metal or plastic in nature is allowed. Trash is to be disposed of properly and any trash found on the roof areas, gutters, or downspouts will result in the removal of such trash at the expense of Tenants and the revocation of roof deck privileges.

_____ **Lockout**

In the event of a lessee's lockout, the landlord reserves the right to assess an \$80.00 fee for re-entry. Additionally, lessee shall be responsible for any costs incurred for the replacement of locks resulting from lost, misplaced or unreturned keys upon move-out. After hours lockouts will be handled exclusively through and payment directly made to Bill's Key Shop at (608) 256-2556. Tenant agrees to return and be liable for any and all key(s) or fob(s) within two (2) days of lease end date or a \$75.00 fee will be charged for each missing item. There is a \$30.00 fee for the issuance of duplicate keys or fobs during the term of the lease.

_____ **Lighting**

If replacement light bulbs are required, they must be purchased by the lessee and must be identical or like-kind replacement bulbs.

_____ **Apartment Condition**

All apartments are rented in "as is" condition with the expectation that the Premises will be available to Tenant at the commencement of the lease term. On rare occasion, the outgoing Tenants have not fully prepared the Premises and Landlord agrees to prepare the Premises within a reasonable amount of time after Lease commencement with no further remuneration to the incoming Tenants. Time being of the essence as to completion of repairs or preparation does not apply to any delay beyond the Landlord's control.

_____ **Trash**

All garbage, trash, and recyclable items are to be placed in tightly sealed containers and placed in the designated containers in the designated pickup area. Trash not disposed of in the designated area will be charged to the Tenant's account at the rate of \$10.00 per bag, box, or container. If professional carpet or other cleaning is needed as the result of leaking trash containers in the common areas, the full charge of such service will be assessed to the responsible unit's residents.

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Agent date

NONSTANDARD RENTAL PROVISIONS ADDENDUM

_____ **Equipment or Structure Failure**

In the unlikely event of equipment or structure failure, i.e., refrigerator, oven, air conditioner, roof, window, skylight, laundry equipment, etc., Landlord will make timely and reasonable efforts to repair such equipment or structure as possible during normal business hours. Air conditioners will be repaired outside of normal business hours only during times of extreme high temperatures and medical necessity subject to the availability of service personnel. Should there be any loss to Tenant's possessions for any reason due to equipment or structure failure, reimbursement for such items' loss shall be solely compensated via Tenant's renters' insurance coverage. Landlord assumes no responsibility for reimbursement of any of Tenant's personal possessions, alternative lodging needs, or rental fee abatement as the result of equipment or structure failure.

_____ **Maintenance**

Maintenance for labor that is not normal wear and tear will be charged at the hourly rate of \$40.00. Lessee agrees to pay for any charges to re-key or replace locks if all the originally issued keys are not returned at the end of the lease term and for any charges incurred during the lease term for loss of keys or lockout. Lessee agrees to use the toilets and drains in a manner that ensures proper operation. Lessee agrees to be liable for charges associated with the unplugging of toilets or drains due to misuse or negligence by resident or their guest(s) at the minimum charge of \$40.00 per occurrence for business hour visits or \$80.00 per occurrence for non-business hour visits. Lessee agrees to be responsible for the costs associated with damage to surrounding building areas in the event toilets, drains, etc. are used negligently and the ensuing overflow damages surrounding areas. Lessee agrees to use the electrical system in the manner originally intended and to not overload electrical circuits beyond designed capacities. Lessee agrees to pay for the resetting of circuit breakers due to misuse or negligence by resident or their guest(s) at the minimum charge of \$40.00 per occurrence for business hour visits or \$80.00 per occurrence for non-business hour visits. Maintenance personnel are billed at the minimum hourly rate of \$80.00 for Lessee requested non-essential visits during non-business hours. Maintenance requests made via the McBride voicemail or email system will be addressed the same business day as received or the next business day if received outside of business hours with no further entry notice required or issued. Maintenance or other requests made via the McBride Companies emergency voice mail system not deemed to be emergency situations will be assessed a minimum response fee of \$80.00.

_____ **Housekeeping**

Good housekeeping is expected of all Lessees. Lessee agrees to keep the apartment clean and in sanitary condition, free of trash, rubbish, debris, food, etc. at all times. Lessee agrees not to permit any deterioration or destruction to occur while occupying the Premises and to maintain the walls, woodwork, floors, furnishings, fixtures, appliances, windows, screens, doors, fences, plumbing, air conditioning, heating, electrical and mechanical systems as well as the general structure and appearance of the property for the duration of the lease term. Failure of Lessee to maintain an acceptable level of housekeeping will result in cleaning services initiated by Landlord and charged to the Lessee's account.

_____ **Moisture Accumulation**

To minimize the occurrence and growth of mold, Tenants are required to remove any visible moisture accumulation discoloration in or on the Premises including on walls, windows, floors, ceilings, and bathroom fixtures. Spills are to be thoroughly dried as soon as possible after occurrence. Bathroom and kitchen exhaust fan use is strongly encouraged. Tenants are required to promptly notify Landlord in writing of the presence of any water leak, excessive moisture, standing water inside the apartment or any community common area, surface discoloration in or on the apartment that persists after Tenant has tried unsuccessfully to remove it with household cleaning solution such as Tilex Mildew Remover, Lysol, or a water/bleach solution or a malfunction in any part of the heating, air-conditioning, or ventilation system in the apartment.

_____ **Key Retrieval**

Keys are available for pick up after 12:00 PM on the first day of the lease term not including weekends or national holidays during normal business hours. Please plan to retrieve your keys and move in packet by appointment Monday thru Friday, 9:00 AM to 5:00 PM. After hours key retrieval may be available with an afterhours surcharge of \$80.00. Complete apartment key sets are dispensed to the first person of any multi person group with the retrieving person responsible for individual distribution after retrieval.

_____ **Vehicle Parking**

Vehicle parking on the property is by separate arrangement only and no guest, visitor, short term, or temporary parking is available. Any motorized vehicle (scooter, motorcycle, automobile, truck, etc.) parked on the property that is not authorized to do so is at risk for off-site towing at the minimum cost of \$125.00 by Schmidt's Auto, Inc. 24 hours per day every day of the year. Schmidt's Auto, Inc. is engaged to enforce unauthorized parking vehicles in order to maximize the authorized parking for residents and McBride Companies LLC receives no compensation from any towed vehicle fee. McBride Companies LLC is not responsible at any time for any vehicles towed not displaying or furnishing the proper valid permit or vehicle information.

_____ **Security Deposit**

The security deposit shall not be applied to the last month's rent. In addition to the standard security deposit deductions allowable under ATCP 134.06, the Landlord may deduct the following items from the security deposit, if not paid by resident(s) by the end of tenancy. These charges are for items above normal wear and tear: negligence, physical damage to apartment, damages from heavy tobacco or smoke use, additional cleaning of apartment plus a 15% administration fee, additional maintenance to restore apartment to original condition, holdover fee for failure to vacate apartment by 12:00 P.M. on the last day of the lease term. The fee is \$200.00 for the first day beginning at 12:01 P.M. and double daily rent thereafter. The security deposit shall be refunded in full if the following conditions are met: (1) all rental payments must be paid in full in a timely fashion, (2) lessee's forwarding address in writing must be received by the landlord, (3) check-out form is completed in full, (4) utility bills are paid in full for the tenant's term of occupancy, (5) all originally issued keys are returned to the landlord by the end of the lease term and (6) all terms and conditions of the tenant's lease are fulfilled. The security deposit shall be disbursed for cleaning and repairs if the apartment is not left in the proper condition. If the security deposit does not cover the costs of cleaning or repair, lessee agrees to pay for additional costs. If resident vacates prior to lease termination, at any time and for any reason, without prior written permission from Landlord, Landlord may in addition to all rental payments due pursuant to the terms of the Apartment Lease deduct mitigation costs allowable under Chapter 704 of the Wisconsin Statutes, including, but not limited to, advertising costs, rental commissions, sublet fees and/or showing fees. All security deposit checks are sent via the United States Postal Service with proof of mailing documentation. If Lessee wishes for any reason to alter, hold, cancel, void, etc. any security deposit check, there is a minimum \$30.00 transaction fee.

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Agent date

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

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards, if not take care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure:

> _____ (A) Presence of lead-based paint or lead-based paint hazards – check one below:
Agent initials

____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain:

Landlord had no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

> _____ (B) Records and reports available to the Landlord – check one below:
Agent initials

____ Landlord has provided the resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing --- list the documents below:

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment – initial blank:

> _____ (C) Resident has received copies of all information listed above.
Tenant initials

Agent for Landlord's Acknowledgement – initial blank (if applicable):

> _____ (D) Agent has informed the landlord's obligation under 42 U.S.C. 4852(d) and is aware of his/her responsibility
Agent initials to ensure compliance.

Certificate of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information provided by the signatory is true and accurate. By executing the application, the applicant acknowledges receipt of the lead-based paint pamphlet.

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Agent date

THIS PAGE IS OPTIONAL SUBJECT TO AVAILABILTY AND LANDLORD APPROVAL

NONSTANDARD RENTAL PROVISIONS ADDENDUM

PET ADDENDUM

AMENDMENT to lease for a pet(s) at 539 W. Wilson Street, Madison, WI 53703. Pet addendum term coincides with the apartment lease term. This addendum is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of this addendum could be considered a breach of contract and grounds for legal action against the tenant.

WHEREAS, the Resident desires to keep a certain pet described below on the said premises and the Rental Agreement specifically prohibits allowing pets on the premises; the Rental Agreement is hereby amended to grant such permission to the Resident. In exchange for this permission, the Resident agrees as follows:

1. To pay additional rent in the amount of \$50.00 (Fifty Dollars) per month per animal (maximum of one animal per apartment unit).
2. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
3. To keep the pet from damaging any property belonging to the Owner/Agent or others. Pet dander, residue, hair, odor, etc. is not considered 'normal wear and tear' and will require professional carpet cleaning at the expense of the resident. A receipt showing this service has been completed must be furnished upon check out or McBride Companies LLC will provide this service at the expense of the resident.
4. To immediately pay for any injury, damage, loss, or expense caused by the pet (In this regard, it is expressly understood that at no time shall the Resident apply any part of the deposit towards such amounts due, but rather, the Resident shall make restitution immediately and separately from the deposit. It is further understood that such restitution shall be made over and above any rent paid in accordance with Item #1 of this Pet Agreement.)
5. To keep the pet under control at all times especially during times of requested or routine maintenance, showing, or other visits. Owner/Agent will not be responsible for cost of damaged items, if any, should uncaged animal bolt from the dwelling unit or if access to a relief station is somehow altered during such visits.
6. To keep the pet restrained, but not tethered, when it is outside of the dwelling.
7. Not to leave the pet unattended for any unreasonable periods.
8. To hold the Owner/Agent harmless from all liability arising from the Resident's ownership or keeping of the pet, including but not limited to any liability resulting from the Owner/Agent turning said pet over to local pet policing authorities should the pet be found unsupervised.
9. To dispose of the pet's droppings properly and quickly.
10. To insure that pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current.
11. To provide the Owner/Agent with evidence from the Veterinarian that all necessary shots are current and that the pet does not display a tendency to be aggressive or harmful.
12. Tenant agrees to control flea infestation and will exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by tenant.
13. Tenant agrees that Owner/Agent will not be responsible for the injury, harm, or death of the animal, and agrees to hold Owner/Agent harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Tenant shall be responsible for the entire amount of all damages caused by the pet as well as the entire amount of any injury to individuals or property. Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.
14. Pet shall not create any conflict or disturbance with others and will not threaten any physical harm to anyone.

The permission granted herein shall be limited to a certain pet described as follows:

Type of Pet: _____ Breed: _____ Color: _____

Full-grown Weight: _____ Full-grown Height: _____

Age: _____ Sex: _____ Neutered: Yes No Declawed: Yes No

Should the Resident fail to comply with any part of this Pet Agreement, the Owner/Agent reserves the right to revoke permission to keep the pet- In such event, the Resident agrees to permanently remove the pet from the premises within 48 hours of receiving written notice thereof from the Owner/Agent; failure to comply with same shall be grounds for immediate termination of the Rental Agreement.

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET. I UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR REMOVAL OF MY PET AND/OR TERMINATION OF MY TENANCY;

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Tenant, Jointly & Severally

Agent date

Guarantee of Lease Agreement

I accept responsibility for _____ financial obligation in regard to the rental of 539 W. Wilson Street, Madison, WI 53703. I, the undersigned, guarantee the payment of all amounts due under the lease agreement dated August 15, 20__ to August 12, 20__. I also understand that the above named will not be allowed to move into this apartment without my executed Guarantee of Lease Agreement. By my signature, I understand and give permission for the landlord to obtain my credit report and verify my employment as a condition of the Guarantee of Lease Agreement which will be used in the final qualification process for lease of the aforementioned apartment.

X _____

signature of guarantor date

The Guarantee of Lease Agreement will not be accepted without a notary seal and signature by a licensed notary public.

Dated this _____ day of _____, 20__

_____ commission expires state county

signature of notary public



notary seal

Guarantor Information

_____ print name relationship to resident

_____ home street address

_____ city state zip code

_____ telephone number social security number

_____ driver license number date of birth

_____ current employer salary

_____ employer address employer telephone number