

**Application Process and Important Terms NONSTANDARD RENTAL PROVISIONS Section A (READ CAREFULLY)**

- 3055 Tenants or Applicants for a 3055 Apt.: Please complete Section A, B (only those boxes that ARE SHADED), E and F ONLY.
- Non-3055 Tenants ("N3055") (Individuals who aren't now, or in the future won't be, leasing an apt at 3055): Please complete all areas of sections A through F.
- ALL APPLICANTS ("APP"): Once you have completed the form, either arrange to give to a member of Day Co. in person or mail to Day Co., PO Box 170706, Milwaukee, WI 53217-8061; Tel. 414 964 8100, email: daycompany@gmail.com. APP MUST READ BOTH SIDES OF THIS FORM and hand write your initials on BOTH copies and sides and in ALL places where "X Applicant INITIAL HERE: \_\_\_" appears; by initialing this indicates applicant has read, understood and agreed to all conditions. If you apply for either Indoor Garage (IG) Parking or Outdoor Off-Street (OO) Parking, you must submit white copy with **only a check or money order** payable to Day Company in the amount of **\$25.00** as a *non-refundable and non-applicable administrative/application processing fee*. Day Mgmt., Ltd. is agent for owner in all matter. You must also submit with this application a separate check/money order in an amount equivalent to one month's rent (it is not rent), as a deposit towards rental terms obligations. If your application is not approved by Day Co., the **deposit amount** will be refunded. NOTICE: Once the application is either mailed or given in person by applicant, it may not be revoked or rescinded. If you stop using the parking Space before the Ending Date, you are still responsible for rental of the parking Space unless and until it can be re-rented. Landlord will try to re-rent if landlord has no other similar Spaces available, i.e. an IG Space if it is an IG Space involved. Parker is encouraged to bring forth any re-renters. If the Space can be re-rented, current Parker is responsible to landlord for a damage fee (Re-Rental Fee) in the amount of **\$75.00** in advance and *before* any changes will be undertaken in order to cover landlord's work and activity involved in trying to re-rent, i.e. administration, time, paperwork, etc. **X Applicant INITIAL HERE: \_\_\_**
- Landlord will review the form (1-7 days, M-F) and, if approved, a representative of Day Co. will sign the form in the appropriate space, where the assigned parking Space will be indicated. Any changes requested by Tenant after this must be by application and payment of **\$25.00**.
- A copy of this form will be given to Tenant in person, left under the door of Tenant's apartment, or mailed to the current address listed on this form.
- If you have applied for the IG Parking, a time will be arranged to meet Tenant, give Tenant a copy of this form with the approval and signature at the bottom, and provide a remote control and a garage door key. (One remote control and one key (key only for EE Apt. Tenants) per automobile; **\$60.00** charge if damaged, lost or stolen; in any event Day Co. reserves the right to charge any actual costs as a result.) **X Applicant INITIAL HERE: \_\_\_**
- \*For 3055 Tenants, to be eligible for a *Year [12 months]* rental rate, APP must apply during or before the **first month** of APP 3055 apartment RRA year term; otherwise APP must apply on a *Less Than Year [1-11 month(s)]* basis and pay the applicable rental rate. In any case, the Ending Date may not go beyond any apartment Rental Agreement Ending Date. Please ask for a copy of, or consult, the latest *Rental Rate Schedule* for the current rate.

**Personal Information Section B**

Last Name	First	Middle	Date you would like to start parking?	Indoor or Outdoor	Rate \$ Per Month <small>*See Point 7 above.</small>	Date of application
Current residence street address <i>If a 3055 resident, list only Apt. #; if apt. applicant, leave blank.</i>	City	State	ZIP code	Do you want a <i>Year or Less Than Year</i> Rental? <small>*See Point 7 Above</small> Check <input type="checkbox"/> Year <input type="checkbox"/> Less Than Year	For either <i>Year or Less Than Year</i> , you <u>must</u> fill in: Starting Date; m/d/y Ending Date (last day of month)* <small>*See Point 7 above.</small>	
Previous residence street address	City	State	ZIP code	How many years at current address?	Social Security #	Date of birth Home: ( ) Cell: ( )
How did you find out about EE Parking?	A Walked By	B Advertisement	C EE Resident	Is this a request to be re-assigned to a different parking Space? Yes <input type="checkbox"/> No <input type="checkbox"/>	Re-assignment does not change the agrmt.	Are you? 1 faculty 2 student

**Parking Application/Agreement** Day™ Company Please return to: Day Mgmt., Ltd. • PO Box 170706 • Milwaukee, WI 53217-8061 • Tel. 414 964 8100 • 3055 N. Oakland Ave. • Milwaukee, WI

**Financial and Employment Information Section C**

Company/Organization Name	Street address	City, state, ZIP	Area Code	Telephone	Account Information	
Bank					Checking Acct. #	Savings Acct. #
Current and primary employer					Position	Dates Employed From Through
Previous employer					Position	Dates Employed From Through

**Personal Reference Section D**

Last Name	First	Street address	City, state, ZIP	Area Code	Telephone	Relationship
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**Parking Preferences and Vehicle Information Section E**

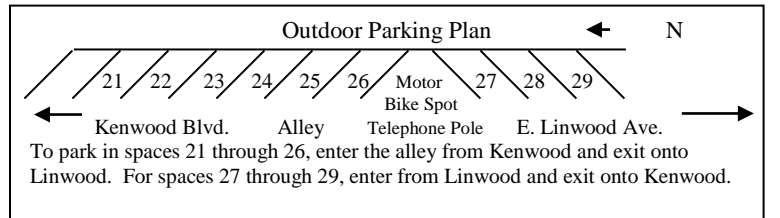
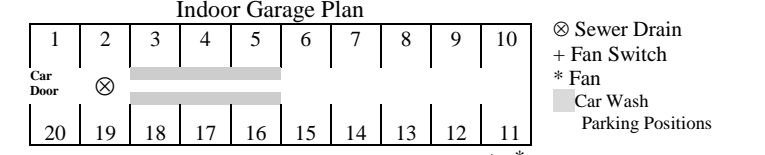
- If the Space is available at the time of this application, would you prefer either:  Indoor Garage Parking  Outdoor Off-Street Parking
- I own a:  Car  Motor Bike/Cycle  Sport Utility  Other: \_\_\_\_\_ Driver's License # \_\_\_\_\_
- Please provide the Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License Plate # \_\_\_\_\_

**Terms, Conditions and Signature NONSTANDARD RENTAL PROVISIONS Section F**

Applicant ("APP") understands that this is an application and sole terms (BOTH SIDES) for a parking rental at the sole discretion of the Landlord ("LL"). APP understands that if the section below is signed by the LL, this becomes a legally binding Rental Agreement (RA). Preference for parking is given in the following order: 1. 3055 Tenants Renting Apartment ("3055RA") who want a *Year* Rental; 2. 3055TRA Tenants who want a *Less Than Year* Rental; 3. Non-3055 Tenants who want a *Year* agreement; Tenant may have to forfeit Tenant's Space accordingly. Tenant would be given a thirty (30) day notice. Tenant must submit a request in writing 30 days in advance if Tenant wants to extend the RA. Approval by LL in writing in advance must be given. Otherwise, this RA terminates on the Ending Date. APP agrees that a background and character check may be performed and APP authorizes the release and exchange of information at any time with any other parties. A security deposit is required and cannot be used toward rent. LL cannot be held responsible for injury, damage, loss or theft not due to LL's negligence; Tenant must maintain personal insurance at all times. APP states that all information on this form is true, complete and correct, and that if any information is found to be untrue, incorrect or incomplete, LL reserves right to pursue eviction, even after use of space.

Handwritten Signature: \_\_\_\_\_ Applicant Printed Name: \_\_\_\_\_

**Approval and Assignment (To be completed by management, owner and/or landlord) Section G**



If signed here your application has been approved: \_\_\_\_\_ Space Assigned: \_\_\_\_\_  
Day Co. Rep. Signature: \_\_\_\_\_

Tenant Initial Each Box Below ↓ ___	Within this section you will find the Policies & Conditions (P&C) for parking at the building established/amended as of the date indicated on the reverse. The Tenant ("Parker"), the individual duly authorized to park in a Parking Space (Space) pursuant to this Rental Agreement (RA), which turns from an Application into a RA once approved by Landlord ("Day Mgmt., Ltd.") and appears on both sides of this sheet, shall observe and comply with these conditions, and as applicable the Resident Handbook and the P&C of 3055 Oakland Avenue Apartments (3055), and the Tenant ("T") agrees that they may be rescinded and amended, other than the <i>dollar fee amounts</i> contained in initialed provisions, and added to by LL, if necessary, for the proper use as determined by LL. Tenants are responsible for their guests, visitors and/or invitees. All amounts, unless indicated otherwise, are due within 5 days of any occurrence. This RA is in addition to, and includes all terms and conditions of, any RA or RA Extension for an apartment, as applicable. On this form: "I, me, you, your or their" refers to T. In the event of T's failure to comply with any provision of this RA, T shall be responsible for all damages and LL's further remedy available is to terminate the Agreement after notice and pursue eviction of the Parker, plus pursue any and all damage fees, charges and/or costs. In this RA, unauthorized use includes the PSS of an item/object other than a V. Failure of LL to enforce, utilize or maintain the rights afforded LL by this RA, at any time, shall not preclude LL's right to do so later.
___	All parking is assigned and reserved according to license plate number. If any Vehicle ("V") [Vehicles ("Vs")] is Parked, Stationed or Stopped ("PSS") for any length or period of time in a Space without prior written authorization, i.e. by completing a valid Parking Application/Agreement and being assigned a Space, etc. the V shall be considered an unauthorized V and subject to all relevant consequences as noted herein.
___	The LL is not necessarily responsible for unauthorized Vs PSS in T's Space or area leading to T's Space. The T, the individual duly authorized by the LL to park in a Space subject to a parking application being on file with the LL, is authorized to park in the Space in exchange for payment of rental. The Space is actually owned by the LL. However, there is no express or implied guarantee in regard to the LL keeping a Space or area leading to T's Space free and clear of unauthorized vehicles, or Any Object ("AO"), PSS in T's Space without authorization. In the event that an unauthorized V or AO is PSS in your Space, the T is responsible for calling a towing company per the below in order to have the unauthorized car removed from their space.
___	If the Tenant wishes to have an unauthorized V removed from their Space, he or she may do so legally by calling a towing company at the Tenant's own expense and having the V towed away. Alternately, Tenant may tow the V his or herself, but Tenant shall be responsible for any and all consequences as a result. Towing companies require that a V be ticketed by the DPW or the COMPD before it will be towed away. If you are charged for towing, usually the towing company will reimburse you for the towing charges once the owner/operator of the V pays the towing company and retrieves their V from the towing company. The owner/operator of the V is usually responsible for any additional charges (or all charges if the towing company doesn't charge the person calling to have the V towed), which the towing company charges the owner/operator of the V. Day Co. suggests trying Ray's Towing Inc., 833 W. Waterford Ave., Milwaukee, WI, Tel. 414 481 4355. Their charge is a minimum of <b>\$100.00</b> plus tax, which might be refunded to you. However, check with Ray's or any other towing company (see the Yellow Pages or use the internet) beforehand about reimbursements. This listing provides no endorsement, responsibility or guarantee and is simply provided as a convenience for the Tenant.
___	LL reserves the right at any time to have an unauthorized V ticketed and towed. LL will bill the Tenant if an unauthorized V is parked in a Tenant's rented parking Space and the owner/operator of the V is a visitor, guest or invitee ("VGI") of the Tenant and PSS in the Space beyond 5 days. The Tenant must call Day Co. at 414 964 8100 and leave a message with a request to LL by Tenant for authorization of Tenant to have a V that is different than the one listed on the Parking Application/Agreement use any OO Space for a few days (1 to 5). In Tenant's request, Tenant should provide the license plate number, make, model, color and an estimated number of days (not weeks) that the V will be temporarily PSS in Tenant's Space. Such notice must be made at least 24 hours in advance. If Tenant doesn't notify Day Co. at least 24 hours in advance, management is not responsible for the consequences, but Tenant should still call and advise Day Co. in any case. Tenant may not sublet or assign Space.
___	LL will apply a damages charge of <b>\$50.00</b> per occurrence for any V that is PSS without prior written authorization as an Unauthorized Use Fee for making use of a Space and the added/additional administrative activity/work required as a result. The Tenant and/or the owner/operator of the subject V or AO must pay this fee/damage charge to LL. Tenants are responsible for their guests/visitors/invitees for this provision or any other provision; such fee must be paid to LL.
___	Non-3055 Tenants are prohibited from allowing any other individual besides the person and V with the license plate listed on this application to use any IG parking Space or have possession of the remote control for the door for any length or period of time; failure to observe this specific condition will result in a damages charge of <b>\$55.00</b> per occurrence against the Tenant by the LL and/or termination of the RA at LL's sole discretion, if Tenant fails to abide this provision.
___	Tenant may not use any other Space other than the one indicated on this approved and authorized Parking Application/Agreement.
___	Tenant using an OO parking Space must shovel the snow for their Space.
___	All Vs must be kept in good and running condition. No leaking gasoline, leaking oil, flat tires, broken windows, etc. Otherwise, Tenant must remove from premises.
___	Tenant may not leave and/or attach or place any items (tires, cans, oil, batteries, gas or anything else) anywhere within the Space or anywhere else on LL's property.
___	Tenant deposit will be returned within 21 days after the "Ending Date", provided all terms, conditions and obligations have been met. In the event that the Tenant is charged or owes to LL any amount pursuant to the RA, and the Tenant does not pay, LL reserves the right to deduct any such amounts from the deposit. This is not the exclusive remedy available to LL for the recovery of any or all amounts owed, charged to, and/or due by Tenant.
___	RA rental starts at 12:00 noon on the "Starting Date" and ends at 12 Noon on the "Ending Date"; Tenant must discontinue use of the Space after "Ending Date" time.
___	Tenant agrees to make full payment on or before the first (1 <sup>st</sup> ) day of the month in advance of the month for which payment is due. All payments must be via check or money order only. No cash payments are accepted for rent or for deposits of any kind; all payments must be made payable to Day Co. No employee or agent/representative of the owner is authorized to collect rent except for the first month's rent and deposit. All subsequent rental payments must be mailed to Day Co., PO Box 170706, Milwaukee, WI 53217-8061. In the event Tenant's rental payment envelope is postmarked (only U.S. Postal Service post marks are valid), or any automatic bank payment is made, after the 5 <sup>th</sup> day (FIFTH DAY) of the month, Tenant agrees to pay additional rent for that month in the amount of <b>\$35.00</b> . Tenant agrees to pay additional rent in the amount of <b>\$45.00</b> if a check is presented to LL which cannot be timely present for payment, or that is returned by a financial institution for any reason. If a returned check by occurs on more than one occasion, Tenant agrees to make all subsequent payments by cashier's check.
___	Tenant agrees to not offset the deposit against the rent for the last month of parking, such offset being specifically prohibited. In the event that the rent for the final month of parking, or any part thereof, is not paid on or before the 5 <sup>th</sup> (fifth) day of the month, Tenant shall automatically become liable to the LL in the amount of <b>\$50.00</b> in the nature of damages to cover additional work and/or jobs/functions as a result, which shall be recoverable in addition to actual damages, if any
___	T is welcome to only wash the outside and vacuum and/or clean the inside of the V indicated on this RA inside the garage, but please remember that other Ts may be entering and exiting, so kindly park off to either side, and if T's V is blocking the way, be prepared to quickly move the V. If T uses the hose, T must either use a spray nozzle or shut off the water at the wall valve when not spraying, using the water for rinsing or other washing purposes, so as to not waste water. Also, station the V as close as possible to the sewer drain and be sure to hose off any dirt/grime from the pavement, which has been washed off Tenant's V, into the drain. When done, T must return the hose by neatly and evenly reeling it back on to the hose reel. The speed limit in approaching, exiting and while inside the garage is 5 mph.
___	Take note that in exiting the garage, the car garage door is on an approximately 3 second delay timer, after which the garage door will begin to close. T may not stop, linger, wait or otherwise be inattentive in entering or exiting through the vehicle garage door way. LL cannot be held responsible for any damage to any vehicle, object or person in passing through the vehicle garage door way.
___	Tenant may not throw or drop anything on the garage floor, i.e. papers, cigarette butts, etc. or leave garbage, waste or anything else anywhere in the garage. Tenant will be charged damages in the amount of <b>\$25.00</b> per occurrence, but this is not the exclusive remedy available to LL to address any infraction.
___	When exiting the garage, Tenant is required to position the V on the pavement outside between the door and the sidewalk, until the garage door closes completely, actually touching the ground, before Tenant can drive away. In the event Tenant fails to abide by this condition, Tenant will lose the privilege to park in the garage, and the Tenant will face eviction, but the Tenant will still be responsible for the rental payments through to the end of the agreement term and until the Space can be re-rented pursuant to the re-rental terms listed on reverse. In addition, Tenant is responsible for damages in the amount of <b>\$50.00</b> . No warnings, exceptions, or waiving of the damages charge or the policy will be made for any reason whatsoever. This policy places/implies no warranty by LL to Tenant
___	If tenant requests or demands that landlord open premises for tenant as a result of lost, misplaced, missing keys or a door controller/opener, tenant agrees to pay to landlord a damages in the amount of <b>\$45.00</b> between 9:00 am to 5:00 pm and <b>\$65.00</b> between 5:00 pm and 9:00 am.
___	DO NOT LEAVE any articles, even that of minor value or what Tenant might think is inconsequential in value to Tenant personally, i.e. CD's, sports equipment, sunglasses, etc. in your V for any length or period of time, either sitting in plane view on the seats or which appear to be hidden from view, such as under a blanket, in a built-in compartment, etc. In fact, it is best to leave all areas completely free and clear of any and all items. Lock V at all times. <u>Any stereos or electronic equipment must be of the kind Tenant can remove completely from the V. Do not leave removable stereo faces or other valuable electronics in the V.</u> Always stay aware of your surroundings. Keep the V doors locked, weather in it or not. If in any difficulty, leave any enclosed or obscured area and proceed to where others are present.