

Day Company  
 Post Office Box 170706  
 Milwaukee, WI 53217-8061  
 Telephone 414 964 8100  
 daycompany@gmail.com

Copy Distribution:  
 One and the same copy for Tenant and, if applicable, Co-Signer.  
 One copy for Day Company.



**INSTRUCTIONS:** Tenant, and if applicable, co-signer, sign(s) and initial(s), and then return(s) one copy to Landlord within five (5) days of Issue Date and before occupancy of the apartment, whichever occurs sooner.

Returning a signed Residential Rental Agreement beyond the numbered days noted above is at Landlord's sole discretion.

**RESIDENTIAL RENTAL AGREEMENT**

**Issue Date:**

Issue Date shall be considered the signature date.

LANDLORD Owner's Name(s)	First Name	TENANT Middle Name	Last Name
Charles W. Day Post Office Box 170706 Milwaukee, WI 53217-8061			
NAME(S) OF MINOR(S) LIVING IN APARTMENT (AS APPLICABLE)			
	First Name	Middle Name	Last Name

**Apartment and Rental Rates**

Apartment Number	
Street Address	
City	
State	
Zip Code	
Apartment Rent Per Month	
Parking Rental Per Month <input type="checkbox"/> Indoor Garage <input type="checkbox"/> Outdoor Off Street	
Parking Space Number	
Security Deposit	
Other (Specify):	
Rental Term Starting Date	
Rental Term Ending Date (12:00 Noon)	

**Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T".

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other: _____		
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other: _____		
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other: _____		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range			
Microwave			
Dishwasher			
Other (specify)			
Clothes Washer/Dryer	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other: _____		

**Tenant Sign Here: X \_\_\_\_\_**

**PREMISES:** Tenant agrees to rent the Apartment indicated above at the Address indicated above and, if indicated, the Parking Space noted-above and, if indicated, the Storage Locker noted-above, at the rental rates indicated PER MONTH.

**PAYMENTS:** The tenant must make any and all payments by check or money order only. No cash payments are accepted. No post-dated check may be submitted by tenant nor is accepted by Landlord. Landlord is not obligated to hold payments or delay deposits, and generally deposits them upon receipt. All payments must be made payable to “Day Company”, and received at the following address via U. S. Mail: Day Company, Post Office Box 170706, Milwaukee, Wisconsin 53217-8061 on or before any due date. First month’s rent and deposit which may be given in person. In the event of non-receipt by Day Company due to slowness in mail, work stoppage or other condition that results in non-receipt of payment, Landlord shall have the sole right to designate another means of receipt, but this does not relieve tenant from any requirement of payment. Landlord shall not be liable to tenant for any fees charged by tenant’s financial institution (i.e. bank, etc.) with reference to having to stop payment, re-issue a check, or any other fees associated with Landlord receiving, or not receiving as the case may be, a payment having to do with a co-signer’s or tenant’s financial institution.

**TERM AND NOTICE:** The renewal of the ORIGINAL TERM of this lease is not automatic, and tenancy beyond the original term shall be on a month-to-month basis under the provisions and conditions of this rental agreement. UNDER ANY CIRCUMSTANCES, Tenant must give and Landlord must receive a SIGNED, WRITTEN notice of termination of tenancy AT LEAST 60 DAYS prior to the last day of the month which constitutes Tenant’s final month of obligation under the original rental agreement or any month-to-month extension or this rental agreement shall continue as a month-to-month tenancy. The day of delivery of notice to Landlord shall be counted as part of the notice period. WRITTEN notice must be SIGNED by all tenants. E-mail does not constitute legal notice. A copy of the notice MUST be mailed to: Day Company, Post Office Box 170706, Milwaukee, WI 53217-8061.

**CONDITION:** The tenant has an affirmative obligation to inspect the premises when possession is delivered. The tenant must notify the owner in writing of any damages to the premises within 7 (seven) days from the date which possession is delivered to tenant. Within 7 (seven) days of the start of tenancy, tenant may request, in writing, that Landlord provide to tenant a list of physical damages or defects, if any, charged to the prior tenant’s security deposit. If tenant joins an “Existing Tenant” (someone who has already been living in the apartment with an authorized Residential Rental Agreement), tenant noted at the top of this Residential Rental Agreement understands and agrees to accept the condition(s) of the apartment as the Existing Tenant received the apartment from the Landlord.

**OFFSET PROHIBITED:** The tenant agrees to not offset the deposit against the rent for the last month of tenancy, such offsets being specifically prohibited.

**DEPOSIT RETURN:** Within 21 (twenty-one) days of the date on which possession is delivered back to the owner, the cleaning and damage deposit will be returned to the tenant together with a written accounting of any deductions, if any. The Residential Rental Agreement “Ending Date” noted-above, or any extended “Ending Date”, shall for all intents and purposes be considered the date on which possession is delivered back to owner. If the tenant is evicted, abandons and/or breaches the Residential Rental Agreement, other conditions apply. Subsequently, any legal claim made by the tenant regarding the accounting must be filed within 60 (sixty) days of the date of the deposit accounting/return mailing date by the Landlord. If tenant fails to provide a forwarding address, or a correct forwarding address, or a secure and/or proper forwarding address, Landlord shall not be responsible for the fees to stop payment on any check sent; tenant shall be liable for such payment, which may be deducted from deposit.

**OCCUPYING PREMISES:** The tenant can occupy the apartment after 12:00 (twelve) noon on the first day, or later, if the tenant wishes to occupy later, but no credit in rent is provided if the tenant occupies the apartment later than the first day.

**VACATING PREMISES:** The tenant must vacate the apartment on or before the last day indicated above under “Ending” by 12:00 (twelve) noon, or earlier, if the tenant wishes to vacate earlier, but no credit in rent is provided, if the tenant vacates the apartment earlier than the last day. “Vacating” is defined as the tenant actually moving out of the apartment AND returning (either by giving the keys, and as applicable the garage door remote control, directly to Landlord or leaving them in the apartment according to the instructions given by Landlord in writing) any and all keys (building door key, apartment door key(s), and as applicable any electronic key and/or the garage door remote control). In the event that any and/or all keys are not returned, and the Landlord has another future tenant ready to move in after tenant named in this Residential Rental Agreement having moved out, Landlord may elect to move in a future tenant and consider or elect to change the locks and, as applicable deactivate any electronic access control (i.e. electronic key or biometric) with such costs and/or fees to be automatically charged and/or billed to the tenant named on this Residential Rental Agreement. If there is any question as to when and if a tenant has vacated the apartment, tenant must have sent a written notice to Landlord on the actual day of vacating by mailing such notice to: Day Company, Post Office Box 170706, Milwaukee, Wisconsin 53217-8061 and tenant must have sent a written notice on the actual day of vacating to Landlord’s current e-mail address; tenant must call Landlord on the

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telephone to obtain a current e-mail address, if it has changed.

**HOLDING OVER:** In the event of failure of tenant to vacate in the time required according to the “Ending” date of the Term period indicated above, or after tenant being given notice for breach and failure of tenant to remedy any such breach according to proper notice, tenant shall be liable for damages in the amount of twice the per day rental rate for holding over past the termination date. Any breach of the Residential Rental Agreement, including the Nonstandard Rental Provisions is understood by tenant to be automatically considered a “material” breach for purposes of interpretation under law. Nothing in this paragraph shall be construed as an extension of the Residential Rental Agreement, and does not relieve tenant from damages/fees/charges.

**SERVICE:** The owner has authorized Charles W. Day, 3055 N. Oakland Ave., Milwaukee, Wisconsin; Mailing Address: Post Office Box 170706, Milwaukee, WI 53217-8061 to accept service of process on behalf of the owner. Venue shall be in the County of where the property is located.

**MEANING AND FORCE OF AGREEMENT:** This agreement shall be understood and/or construed pursuant to a strict interpretation of the United States’ Constitution that “No state shall ... pass any ... law impairing the obligation of contracts ...”. Accordingly, “impairing” shall be strictly understood and/or construed to mean that any party, or the state, including the courts, shall not interpret this agreement or pass judgment on it that may or will diminish it in quantity, value or strength. The parties to this agreement are intelligent, knowing individuals that have read, understood, agreed to and fully taken into account the relevant results that the conditions in this Residential Rental Agreement can and do entail. For purposes of interpretation, the constitutional right to contract shall be considered the controlling public policy, since the U.S. Constitution is the supreme public policy of the land. The tenant and Landlord are individuals living in the United States of America, including this State of Wisconsin, and are free to enter into an agreement by choice. Nothing in this paragraph shall be construed as impairing the right of Landlord to evict for cause after proper notice.

**INACTION OR ACTION ON THE PART OF LANDLORD:** Any inaction or action on the part of Landlord in terms of exercising, utilizing, enforcing or maintaining the rights afforded Landlord by this Residential Rental Agreement, including the Nonstandard Rental Provisions, at any time, shall not be considered a waiver on the part of Landlord to subsequently enforce, exercise or maintain the rights of the Landlord.

**USE OF ELECTRONIC MAIL (e-mail), CELLPHONE OR TELEPHONE:** Tenant understands that Landlord makes use of electronic mail in order to communicate and correspond. Therefore, tenant agrees to provide Landlord with a current e-mail address and to notify Landlord of any change or update to tenant’s e-mail address upon the occurrence of such change or update. Tenant understands and agrees to timely check his/her e-mail account in order to be properly informed of any information. Tenant understands that the date and time of the sending of the e-mail by Landlord shall for all intents and purposes be the time of notice or providing of information by the Landlord to tenant. Tenant must provide to Landlord a current and working phone number at all times.

**USE OF BIOMETRIC READING DEVICES FOR ACCESS CONTROL TO THE APARTMENT AND/OR BUILDING:** Tenant understands that landlord may presently or at some time in the future and according to landlord’s sole discretion, institute the use of biometric reading devices that store and hold information about tenant’s biometric features for access to the building and/or premises. Landlord has a right to keep and review any records maintained by the biometric reader (or any other electronic access security or monitoring device) according to landlord’s discretion and for landlord’s own use with reference to access activity and/or security at the building. Landlord will not sell at any time such information, or make available to other parties such information other than for security purposes, at landlord’s sole discretion. Tenant understands and agrees that such biometric access control shall only be available to a tenant that has a signed Residential Rental Agreement in effect and that landlord is not obligated to make available the use of such system by tenant’s guests, visitors or invitees, or as applicable co-signer. Tenant’s guests, visitors, invitees and/or co-signer can still be given access to the building by tenant themselves in person or through the building intercom and door entry system. Landlord shall not be held responsible in the event of an operational, mechanical or electronic failure of any access control component or system, but landlord shall be reasonably diligent in restoring operation. A tenant’s right or ability to use the biometric access control device, or any other electronic access system or control device, shall be limited to and within the dates and time periods indicated under “Term” and “Occupying Premises”, and “Vacating Premises” noted-above with the understanding that tenant has vacated the premises accordingly. Landlord has the right, at any time and at landlord’s sole discretion, to discontinue the general use of the operation and activation of any electronic, biometric or other non-conventional system, or replace it with a conventional locking/unlocking/access control mechanism.

**CHANGES IN WRITING:** No changes may be made to this Residential Rental Agreement and/or the accompanying Nonstandard Rental Provisions unless done with the express agreement of both Landlord and tenant. Such agreement must be in writing, dated and contain a handwritten signature of both Landlord and tenant. Tenant and/or cosigner specifically

**Tenant Sign Here: X**

understand that any would be and/or proposed verbal promise(s), agreement(s) and/or change(s) is/are/would be invalid. Landlord never engages or enters into any verbal and/or oral promise(s), agreement(s) and/or contract(s).

**JOINT AND SEVERAL LIABILITY:** All tenants, if more than one, are jointly and severally liable for the full amount of any payments due.

**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.

**EVICITION NOTICES:** In the event that a tenant does not pay rent, or pays rent late, or violates a provision of the Residential Rental Agreement or Nonstandard Rental Provisions, the Landlord will have the option of issuing to the tenant a "5-Day Notice", "14-Day Notice" or "28-Day Notice", at Landlord's discretion, whether for a one year rental agreement or other term period. Partial payment of any amount due shall not serve to cancel or modify the conditions of the notice.

**BOUND AND ASSIGNMENT:** The provisions herein shall bind all parties, their heirs, successors, and assigns. Tenant agrees to the assignment of security deposit to new owner in the event of the sale of the property.

**USE OF THE ELEVATOR:** If an elevator is present, Tenant is required to make use of the "open" button, or the toggle switch, "run/stop", on the control panel to keep the door open, if tenant wishes to keep the door open for an extended period of time. The elevator may only be used to transport any article(s) if there exists at least a 2" (two inch) clearance on all sides at all times in fitting any object or item through the door. The object(s) and/or item(s) may not touch the door frame, sides or interior walls, roof or sides of the elevator. The landlord shall have the sole right to declare, with or without reason and/or explanation, the elevator non-operational at any time for any length or period of time. Tenant specifically understands that the elevator is not an integral element of renting and/or leasing the apartment or for movement within the building. Landlord is under no obligation to provide elevator service or use of the elevator.

**WAIVER OF CLASS ACTION STATUS OR MEMBER:** Tenant hereby waives initiating, either directly or indirectly, becoming a part of, or otherwise undertaking or participating in any action, legal or otherwise, that would constitute a "class action", as that term is commonly or legally used, or joining in any such legal process or action where an individual would participate in any action as part of a particular "class" of individuals or as a group. Tenant fully understands and agrees that this waiver is given freely and voluntarily.

BY SIGNING BELOW, TENANT, AND IF APPLICABLE CO-SIGNER, ACKNOWLEDGE(S) RECEIPT OF ONE COPY OF THIS RESIDENTIAL RENTAL AGREEMENT ("AGREEMENT") (INCLUDING THE *NONSTANDARD RENTAL PROVISIONS*), AND AGREE(S) THAT EACH HAS READ AND UNDERTSOOD EACH PARAGRAPH OF THIS AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS. TENANT CERTIFIES THAT TENANT WAS SHOWN THE APARTMENT LISTED ABOVE, OR TO WHERE TENANT MOVES IN THE SAME PROPERTY WITH LANDLORD'S APPROVAL, WAS EXHIBITED A COPY OF THIS AGREEMENT, INCLUDING ANY SUPPLEMENTS, TO READ AND REVIEW, AND AGREED TO THE TERMS AND CONDITIONS BEFORE TENANT SUBMITTED AND/OR MAINTAINED AN APPLICATION AND/OR DEPOSIT WITH LANDLORD. COSIGNER CERTIFIES THAT COSIGNER EITHER READ THE AGREEMENT THEMSELVES OR HAD THE TENANT/APPLICANT READ AND REVIEW IT ON THEIR BEHALF. TENANT, AND COSIGNER, AS APPLICABLE, AGREE(S) THAT THIS AGREEMENT AND EACH AND EVERY PROVISION IS FAIR AND REASONABLE.

X \_\_\_\_\_ X \_\_\_\_\_ \_\_\_\_\_  
Tenant Signature Tenant Signature Landlord Signature

Tenant Sign Here: X \_\_\_\_\_





## NONSTANDARD RENTAL PROVISIONS

Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>RENTAL:</b> All rental payments are due and payable and must be received by Landlord on or before the first (1<sup>st</sup>) of the month in advance for the month for which rental payments are made. In the event that tenant's rental payment envelope is received after the 1st (first) day of the month, tenant agrees to pay additional rental to Landlord for that month in the amount of <b>\$75.00</b>; however, this does not extend the time for when the rental payment is due and for when it must be received by Landlord. No posted-dated checks. All payments must be received at the PO Box 170706, Milwaukee WI 53217-8061 on or before the due date, so tenant shall be sure to mail any and all payments in advance, usually five days in advance in order to account for mailing.</p>
Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>NUMBER OF TENANTS:</b> The tenant agrees to pay additional rental in the amount of <b>\$100.00</b> per month per person for any additional person(s) occupying the premises who is not listed at the top of this Residential Rental Agreement. Rebutable presumption of unauthorized occupancy or use shall be when someone other than tenant has, but not limited to: possession of the keys, attempted or actual delivery of mail, packages, has been or is using laundry facilities, use of parking spots and/or spaces.</p>
Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>RETURNED CHECKS:</b> The tenant agrees to pay additional rental in the amount of <b>\$25.00</b> if a check is returned by the bank. If a returned check occurs, tenant agrees to make all subsequent payments by cashier's check only.</p>
Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>KEYS:</b> The tenant agrees to not make copies of any keys and agrees to pay to Landlord the following charges to have keys replaced, excluding having the locks changed: <b>\$10.00</b> apartment door knob key, <b>\$10.00</b> apartment dead bolt key, <b>\$10.00</b> garage door, <b>\$10.00</b> any other key, <b>\$50.00</b> per any Medeco or other controlled key, all per key. All amounts are due and payable upon demand. Tenant agrees to not change and/or add any lock(s).</p>
Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>LOCKOUT FEE:</b> If the tenant locks themselves out of his/her premises, or if tenant requests that Landlord provide access for tenant, tenant agrees to pay to Landlord a damage fee of <b>\$50.00</b> per occurrence to be paid by tenant to Landlord.</p>
Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>RE-RENTAL OF APARTMENT DUE TO BREACH:</b> In the event the apartment has to be re-rented due to tenant's breaching the rental agreement or as a result of improper or untimely notice to vacate by tenant, the Landlord will attempt to mitigate the damages by trying to re-rent the apartment. Until the apartment is re-rented and producing income, the tenant shall be responsible for payment of rent until the premises are re-rented. Tenant shall be responsible for all advertising and administrative costs in re-renting the apartment.</p>
Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>ALL REPAIRS AND REMEDIES:</b> In the event that a repair or remedy is necessary for which Landlord is not obligated to undertake, or which requires the attention of the Landlord due to Tenant negligence or abuse, tenant understands and agrees that Landlord's hourly labor rate to engage in a remedy, job, activity or work is <b>\$60.00 per hour</b>, based on a 30 minute minimum and 15 minute time increment(s). This charge is to directly compensate Landlord for the work, time, including travel time to and from the premises, and labor Landlord expends in order to become involved in the job, remedy, work or activity. This provision applies to those conditions or situations when tenant is negligent or abusive in use of the premises, or for administrative matters, including, but not limited to, the re-rental of an apartment. Cost of parts is additional.</p>
Initial Here <input style="width: 100%; height: 100%;" type="text"/>	Initial Here <input style="width: 100%; height: 100%;" type="text"/>	<p><b>USE:</b> The tenant agrees that the premises will be used for residential purposes only by the above-named tenant. In the event that any additional party or parties occupy the premises as their place of residence for any number days and/or nights, the tenant agrees to pay additional rental to landlord for that month in the amount of <b>\$100.00</b> per person, payable upon any occurrence for each such additional person and this is not to be construed as permission by landlord to remain in the apartment; landlord reserves the right to pursue eviction of any and all parties, if such party or parties fail to abide with the conditions of the paragraph. All duly authorized tenants have a signed Residential Rental Agreement and Nonstandard Rental Provisions document on file with the landlord. Landlord reserves the right to require that the above-named tenant provide proof (i.e. a Lease and/or Rental Agreement, current tax returns showing valid address or hotel rooms receipts, etc.) without delay to landlord of residency or staying at a location other than the rented premises for any person(s) which landlord believes appears to be using and/or occupying the apartment without a signed Residential Rental Agreement in effect. Examples of rebuttable presumption that unauthorized use has taken place are, but not limited to: possession of keys and/or garage remote, delivery or attempted delivery of mail and/or packages to the property, use of laundry facilities. The tenant shall observe and abide with the Resident Handbook of the respective apartment building, which shall constitute a part of the rental agreement, and the tenant agrees that the Resident Handbook may be rescinded, amended and added to by landlord according to landlord's discretion. Tenant acknowledges that the Resident/Tenant Handbook is available at the</p>

Tenant Sign Here: X

		<p><a href="http://www.daycompanymilwaukee.com">www.daycompanymilwaukee.com</a> website for the tenant to access, download or print. Tenant understands that the Resident/Tenant Handbook explains and lists fees and/or charges for which tenant is liable in the event the conditions listed in the handbook are not met. The tenant does not have any right to sublet and/or assign all or any part of the premises.</p>
Initial Here	Initial Here	<p><b>PET, SERVICE, ASSISTANCE OR EMOTIONAL SUPPORT ANIMAL:</b> Only cats, up to 2 per apartment, or fishes, or up to 2 birds in a cage, where permitted at a property per the Apartment Application with the payment by tenant to landlord of pet rent as agreed to in writing, are allowed as pets; a pet is any animal not considered a Service, Assistance or Emotional Support animal. In the event any unauthorized pet is present on the premises or landlord's property, tenant agrees to pay additional rent to landlord in the amount of <b>\$125.00</b> per month, per pet. Payment of such amount shall not be understood as permission to disregard this provision or to be allowed to have any unauthorized pet. In the event a pet is present in the apartment and not declared to the Landlord, additional rent of <b>\$95.00</b> per month per pet shall be rebuttably presumed applicable from the beginning of the rental agreement term. There is no fee or rent for any Service, Assistance or Emotional Support Animal. Applicant and/or tenant must declare, and be approved by Landlord, in advance to the landlord a Pet, Service, Assistance or Emotional Support animal, unless the Service or Assistance animal is readily apparent for assistance, i.e. a Seeing-Eye™ dog is readily apparent as a service animal, etc. Landlord requires that any walkable animal be taken for walks or physical activity off of the property. Tenant is responsible for picking up any dog or other animal excrement immediately and placing in tenant's own completely air-tight sealed garbage bag within the apartment, and disposing of accordingly. For health and sanitary purposes, defecation or urination of any animal is not allowed on the property, premises or in the apartment, other than cats in a cat litter box, or birds or any other such smaller animal in a cage. Tenant must keep and control any animal, but not limited to, such as, a dog, on a leash. Any animal required by local, municipal or state law to be registered and/or vaccinated shall meet such requirement(s). Tenant is responsible for any damages done to the apartment and/or property by the animal and shall report such damage without delay to the landlord and make payment without delay to remedy such damage. No animal may pose a threat, disturbance or annoyance to any other tenant, which for dogs or any other such animal includes barking, yapping, growling, or lunging or other such similar action, at another person. Tenant must be in control of any animal at all times, i.e. on a leash; no animal may roam free on the property at any time. Tenant is liable for any damages or injury by the animal to any other person on the premises and holds the landlord harmless and indemnifies landlord for any claims or actions arising under the tenant having, keeping and/or being in possession of any such animal. If the tenant requests maintenance service that requires entry to the apartment, the tenant must remove, within 12 hours for regular maintenance or immediately if an Emergency (smoke, fire or other life threatening situation) or Pressing Situation (smell of gas, lack of heat, or leaking water), from the premises any animal not kept in a cage, or if any maintenance staff is allergic to any type or kind of animal, to establish an environment free from any allergens, i.e. but not limited to, pet dander, etc. including cleaning and sanitizing of the premises as applicable before entry, all as part of a reasonable accommodation to which tenant agrees.</p>
Initial Here	Initial Here	<p><b>PROPER USE OF PLUMBING AND DRAINS, AND PROPER USE OF GARBAGE DISPOSER AND SINK IN KITCHEN:</b> Tenant agrees to properly use the drains (sink, bathtub and toilet), and the garbage disposer, according to the conditions listed in the Resident/Tenant Handbook, and tenant specifically agrees to NOT USE acidic based (liquid or crystal or solid) drain openers, i.e. Liquid Plumber or Drano brand type drain openers. In the event that tenant does not follow the conditions listed in the Resident Handbook on the proper use of the garbage disposer, or the tenant is negligent and/or abusive in the use of the drains, fixtures and/or the plumbing, the tenant shall be held liable for the cost to remedy or rectify the problem. Tenant agrees to keep in place at all times the proper strainers and stoppers in the drain opening(s), including the kitchen sink garbage disposer strainer, and the non-garbage disposer strainer in a 2-bedroom, at all times in order to prevent any foreign objects (objects larger than the holes on each of the strainers, including any food, food waste or any other item larger than the holes on the garbage disposer strainer) from entering, and for the bathroom lavatory to prevent foreign objects items from entering, i.e. generally items larger than the space opening around a drain stopper when properly in place, and for the bathtub drain to prevent large amounts of hair from entering and items larger than the holes on the strainer. Tenant specifically agrees to not put down any drain any dental floss or other string, any hair or hair strands (lavatory drain), Q-tips (ear cleaning swabs on a stick), sand, wax, soil or ashes. Tenant is specifically responsible for those parts of the plumbing fixture(s), drain(s) and/or pipe(s) relegated for the tenant's apartment and tenant's use. See the</p>

Tenant Sign Here: X

		<p>Resident/Tenant Handbook for specific details. In the event tenant does not abide by the conditions of this paragraph, the tenant shall be responsible for damages to the landlord in the amount of at least <b><u>\$90.00</u></b>, or the actual costs of a plumber, if a plumber is involved, in order to remedy.</p>
<p>Initial Here</p>	<p>Initial Here</p>	<p><b><u>BATHROOM TOILET:</u></b> Tenant agrees to only dispose of bathroom toilet tissue down the toilet; no paper towels, “Q-Tips” (ear cleaning swabs on a stick), dental floss or other string, or any other non-toilet tissue items may be placed down the toilet. In the event tenant does not abide by the conditions of this paragraph, and the toilet becomes stopped or plugged and that cannot be remedied with a plunger, and a plumber has to come to remedy, tenant shall pay damages to Landlord in the amount of no less than <b><u>\$95.00 per visit</u></b>. <b>No BABY or SANITARY WIPES of any kind allowed! Even wipes marked as “disposable”, “flushable” or “safe for sanitary disposal” <u>MAY NOT be placed down the toilet, since these will still end up presently or eventually clogging the pipes.</u></b></p> <p>NO:  </p> <p>YES: </p> <p><b><u>Automatic Cleaners Not Allowed:</u></b> Tenant agrees to not use any automatic cleaning solutions, compounds or other elements in the toilet tank or bowl, as these do corrode and/or deteriorate parts or elements of the fixture over time, which can lead to failure of the fixture resulting in substantial property damage, i.e. leaking water, etc. Tenant agrees to clean the toilet in a regular manner, i.e. dispensing solution from a bottle and using a toilet brush, not allowing the solution to sit standing in the tank or bowl. If Tenant disregards this provision, tenant shall pay damages to landlord in the amount of <b><u>\$75.00</u></b> per occurrence.</p> <p></p>
<p>Initial Here</p>	<p>Initial Here</p>	<p><b><u>PROPER GARBAGE REMOVAL, “BULKY ITEM” AND PAPER/FIBER RECYCLING PROCESSING, REMOVAL AND DISPOSAL:</u></b> Tenant is responsible for taking out their own garbage and refuse, which garbage shall be a reasonable amount, including at the time of moving in or out of the apartment, i.e. no more than 3 bags of the 30-gallon size garbage bags (30 gallon is the industry average garbage bag size) per week per apartment. The landlord does not provide service for the removal of “bulky items” including, but not limited to, furniture, fixtures, appliances, etc. i.e. “bulky” items are items that cannot be placed in a regular type 30-gallon size or smaller plastic or paper garbage bag. Tenant must remove and take away any excess garbage bag (more than 3 bags of the 30-gallon size per week per apartment) and/or bulky item(s) him or herself and dispose at the relevant municipal dumpsite at their own expense. Tenant may not leave any such excess garbage bags and/or “bulky items” anywhere in or around the building, including but not limited to anywhere in front of the building (including the sidewalk, walkways, steps, lawn area, driveway, curbside, street or that area between the sidewalk and the street), in back of the building, on the sides of the building, in the apartment, parking or storage locker, hallways, lobbies, and especially by, near nor on top of the dumpsters, or in any common area or in the premises, for any length or period of time. In the event that tenant leaves any such excess garbage bags and/or bulky item(s), or any other bag or item, tenant shall be responsible to landlord for an excess garbage and/or “bulky item” and/or bag or item surcharge and/or damages fee in the amount of <b><u>\$75.00</u></b> per occurrence and/or item. <b><u>Allowed Garbage:</u></b> All allowed garbage (garbage such as kitchen food waste, food packages, used paper towels, etc.) are items that can be placed in a 30-gallon or smaller plastic (Hefty, Glad, etc.) or paper garbage bag. Such allowed garbage must be securely wrapped in the designated size garbage bag and closed securely at the top and taken to one of the dumpsters in back designated for garbage. Tenant may not continue to place garbage in a dumpster if it is completely full, but tenant must wait and return at a later date to dispose of the garbage, once the dumpsters have been emptied by the garbage</p>

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		<p>service. Tenant is required to re-lock and/or lock any lock and/or locking mechanism in order for the tops of the dumpsters to remain closed and secure, so that non-tenant persons (someone who isn't a tenant of the building) will not have access to the building's garbage and/or recycling dumpsters. <u>Paper/Fiber Recycling:</u> Tenant may place a reasonable amount (i.e. equivalent to 1.5 inches horizontally thick of paper/fiber when flattened, per apartment per month) of paper/fiber in the dumpster designated on the front for such disposal and tenant is required to separate out plastic or foam or other non-paper/fiber material packaging inserts from any paper/fiber items, i.e. paper, corrugated boxes, and break any boxes down to be completely flat. Any non-paper/fiber item(s), i.e. foam, plastic, etc. must be placed in a garbage bag and then placed in the dumpster(s) designated for garbage. Tenant may place in the Paper/Fiber Recycling dumpster the following items: office paper, white paper, colored paper, junk mail, newspapers, magazines, books, notebooks, file folders, coated papers, envelopes, etc. Tenant must not fill up boxes with other paper or non paper/fiber items or "nest" boxes inside one another thinking that space is being saved by doing so. All boxes must be broken down to be <u>completely flat</u>. Any tenant failing to follow these conditions of tenancy listed above under "Allowed Garbage" or "Paper/Fiber Recycling" will be liable to landlord for a damage fee in the amount of <b>\$75.00</b> per occurrence. Landlord may adjust number, location and type of dumpster.</p>																						
<p>Initial Here</p>	<p>Initial Here</p>	<p><u>USE OF PARKING:</u> All parking at the building is assigned and reserved. Landlord may, at landlord's sole discretion, re-assign parking space assignments. Tenant agrees to not use, or allow his/her guest, visitor or invitees to use, any parking space, or any other space, for the stationing, stopping, standing or parking of any motorized vehicle or any other vehicle or object for any length or period of time, unless they have applied for its use in advance and have been approved in writing in advance by landlord. In the event that tenant makes any unauthorized use, tenant agrees to pay to landlord upon breach as damages an amount of <b>\$65.00</b> per occurrence, and any unauthorized vehicle is subject to either being ticketed or towed, or ticketed AND towed at vehicle owner's expense. Payment of any such amounts indicated shall not be understood as permission to disregard this provision.</p>																						
<p>Initial Here</p>	<p>Initial Here</p>	<p><u>DEPOSIT:</u> A security deposit is required in an amount at least equal to the sum of the apartment rent, and any parking or storage locker rent, as applicable. If renter fails to complete the rental agreement and/or to occupy the premises and/or breaches the rental agreement, any deposit shall be treated as an amount representing damages to the landlord, costs and/or a re-renting fee due to landlord. The tenant agrees to clean the apartment, including, but not limited to the windows, the kitchen appliances and bathroom, and all other fixtures before delivering possession to the landlord. The tenant also agrees to meet the specific conditions spelled out line-by-line in the list below, and tenant specifically agrees that any item listed below shall not be considered and/or defined as "wear and tear"; tenant shall not be responsible for any pre-existing conditions as recorded on the day of occupancy. In the event that the tenant fails to do so, i.e. either clean, remedy any damage or meet the conditions spelled out below, tenant agrees to pay the following charges to landlord, which may be deducted from the deposit. The deposit is not the exclusive vehicle or amount of recovery of any amounts charged to and/or owed by the tenant for damages, including lack of cleaning, or any other damages charge made to the tenant by the landlord, pursuant to the Residential Rental Agreement. All rates/items below are to cover Landlord's labor or time, including the cost of materials/parts.</p> <table border="1" data-bbox="250 1373 1511 1917"> <tr> <td>Cleaning charge, Landlord rate per hour, per person. (Tenant is welcome to call a cleaning service at their own expense before vacating)</td> <td>\$45.00</td> </tr> <tr> <td>If any automatic toilet cleaning element (blue or white liquid, or solid dissolving block, i.e. "2000 Flushes", "Vanish" brand, etc. type products) is left in the water TANK or in the BOWL</td> <td>\$100.00</td> </tr> <tr> <td>Replace disposer: \$195.00. Remove Item or items jammed in disposer: \$35.00.</td> <td>\$195.00</td> </tr> <tr> <td>Replace range fan hood if too greasy to clean.</td> <td>\$75.00</td> </tr> <tr> <td>Replace any filter (Air conditioning, \$15.00, Range Fan, \$15.00). Per filter.</td> <td></td> </tr> <tr> <td>If key(s) (the exact same original key landlord provided to tenant) to apartment is not returned, charge to replace lock.</td> <td>\$125.00</td> </tr> <tr> <td>Replace key to building or to inner garage door if not returned. Per key.</td> <td>\$75.00</td> </tr> <tr> <td>Replace mailbox, garage door or apartment door key if not returned. Per key.</td> <td>\$15.00</td> </tr> <tr> <td>Replace garage door remote control if returned damaged, not working, or not returned at all.</td> <td>\$75.00</td> </tr> <tr> <td>Replace any type of bulb (tubular fluorescent, \$15.00; halogen, \$15.00; incandescent, \$5.00; LED bulb, \$25.00).</td> <td>Per Bulb</td> </tr> <tr> <td>Replace missing smoke or CO2 detector battery, \$10.00. Replace missing or damaged smoke or CO2 detector, \$45.00</td> <td></td> </tr> </table>	Cleaning charge, Landlord rate per hour, per person. (Tenant is welcome to call a cleaning service at their own expense before vacating)	\$45.00	If any automatic toilet cleaning element (blue or white liquid, or solid dissolving block, i.e. "2000 Flushes", "Vanish" brand, etc. type products) is left in the water TANK or in the BOWL	\$100.00	Replace disposer: \$195.00. Remove Item or items jammed in disposer: \$35.00.	\$195.00	Replace range fan hood if too greasy to clean.	\$75.00	Replace any filter (Air conditioning, \$15.00, Range Fan, \$15.00). Per filter.		If key(s) (the exact same original key landlord provided to tenant) to apartment is not returned, charge to replace lock.	\$125.00	Replace key to building or to inner garage door if not returned. Per key.	\$75.00	Replace mailbox, garage door or apartment door key if not returned. Per key.	\$15.00	Replace garage door remote control if returned damaged, not working, or not returned at all.	\$75.00	Replace any type of bulb (tubular fluorescent, \$15.00; halogen, \$15.00; incandescent, \$5.00; LED bulb, \$25.00).	Per Bulb	Replace missing smoke or CO2 detector battery, \$10.00. Replace missing or damaged smoke or CO2 detector, \$45.00	
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	Plaster or spackle holes in wall or ceiling, or otherwise fill hole in any other surface. Per hole. \$10.00
	Replace any blind. If any individual slat on a horizontal blind is bent to the point where the metal is actually distressed or the wood broken, then the whole blind has to be changed. Per blind. Damages amount accounts for cost of blind and labor involved in procuring, removing old one and installing new one. \$50.00 For Plastic \$100.00 For Metal \$200.00 For Wood
	Remove and dispose of garbage, phone books, personal belongings (abandoned), etc. left in the premises, in front of the building (including the sidewalk, walkways, steps, lawn area, driveway, curbside, street or that area between the sidewalk and the street) in back of the building (items which have not been properly placed in 1 of the 3 dumpsters) or sides of the building, or in any common area. If the items are large, i.e. furniture, then the fee is per item. Tenant must take to any available municipal or private dumpsite at tenant's own expense any excess garbage and/or unwanted items exceeding the limits listed in the agreement (NRP) for proper garbage disposal and/or "bulky" item removal in order to avoid this charge. This fee is also applicable if tenant does not properly flatten any and all boxes or if tenant places paper recyclables in the garbage dumpster or garbage in the paper recycling dumpster. \$50.00
	Re-screen window screen due to tear, hole or other breakage in wire. Per window screen. \$60.00
	Cigarette burns, holes; any type of small burn(s), hole(s) permanent stain(s) in carpet. Charge per burn, hole or permanent stain. If too many or too severe individually according to landlord's discretion, then separate cost to replace carpeting will be in effect and levied against tenant. \$25.00
	Clean any small spot, stain, discoloration, etc. on carpet that is able to be cleaned. This is applicable and in addition to the carpet cleaning listed under "Carpet Cleaning" paragraph noted-below, if the spot, stain, etc. is hard to get out. Per spot, stain, discoloration, etc. \$25.00
	Repainting: to cover unauthorized painting. Walls are painted in their entirety only, i.e. North, South, East or West. Per square foot. Painting to remedy damage, i.e. marks, scratches, stains, filled holes, etc. ¢.85
	For any door, door frame, door edge, or other woodwork is scratched, gouged, dented or other damage from contact. \$50.00
	Charges and/or fees which are due and/or payable by tenant under the Residential Rental Agreement and/or this agreement but were not paid will be deducted from the deposit. Other damages and/or work/job(s) shall be determined using a recent and/or the latest edition of the National Repair and Remodeling Estimator, Albert S. Paxton, Author, as a reference point, or another comparable repair estimation reference source. The <u>minimum charge</u> for any type job/project or administrative activity by landlord is <b>\$95.00</b> per job/project/activity. Landlord reserves the right to adjust for costs and/or charges for damages and/or repairs associated with a single job or work/project to be performed. <i>NOTICE:</i> The charges undertaken and specified in this provision not only accounts for the actual costs themselves for the product, if the charge is for a product, but also account for the time and/or administration, and/or work, and/or physical travel landlord must expend in order to become involved in the activity, job or project, so they apply to charges or fees related to the security deposit or separate/in addition from/to the security deposit. Landlord is entitled to be fairly compensated for his/her work and labor, and tenant agrees that the items listed are fair and just compensation.
Initial Here	Initial Here <b>CARPET CLEANING:</b> Tenant must make sure to have remedied any damage (damage, which is not considered "wear and tear", is specifically defined as, but not limited to: odor(s); spot(s); stain(s); dirt; discoloration other than due to sun; burns, holes, rips, tears) with such conditions specifically being required prior to vacating. Tenant must exhibit proof of the carpeting having been cleaned by providing to Landlord a written paid original receipt from a professional carpet cleaning service. Approval of the cleaning done by the service is at the sole discretion of the Landlord. The carpet cleaning must be done on or before the last day and after all personal possessions of tenant(s) have been removed from the premises. If Landlord has to have the carpets cleaned as a result of tenant abuse or damage, the following charges apply: Clean Carpeting; 1 Bedroom, <b>\$75.00</b> . Clean Carpeting; 2 Bedroom, <b>\$85.00</b> . Clean Carpeting; 3 Bedroom, <b>\$95.00</b> . Landlord may deduct the "Clean Carpeting" damage charge indicated above from the security deposit in order to steam clean the carpeting to remedy damage. If damage to carpeting occurs by tenant that cannot be remedied (i.e. odor(s), dirt, stains, spots, cigarette burns, holes, etc. sometimes cannot be cleaned or corrected) then Landlord

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		may have to remedy by replacing the carpeting and hold tenant responsible for cost to remedy and/or re-model based on depreciated cost of carpet; labor cost not depreciated.
Initial Here	Initial Here	<b>WALL AND/OR CEILING PAINTING:</b> If the tenant damages (damage, which is not considered “wear and tear”, is specifically defined as, but not limited to: food, liquid, grease, oil, fingerprints, marks, scratches, stains, hole(s)) the walls and/or ceiling, the tenant agrees to have the walls cleaned and/or painted. Tenant may not paint the walls/ceiling themselves. Painting, if walls/ceilings are not left in a clean and unmarked condition, must be undertaken by Landlord. If tenant damages the walls/ceilings, Landlord will undertake cleaning and/or painting to remedy and deduct from the deposit the amount of <b>¢.60</b> per square foot. Walls and ceilings are painted in their entirety only, i.e. North, South, East and West. Note: No wall or ceiling holes of any kind are allowed. Landlord may provide 3M brand Command Strips to tenant for attaching items to wall or ceiling. Otherwise, tenant is responsible for purchasing their own. Only 3M brand Command Strip products may be used on walls, etc.
Initial Here	Initial Here	<b>MOVE OUT FEE BEFORE END OF RENTAL AGREEMENT TERM (MOVE OUT FEE):</b> The tenant agrees to pay to landlord, <b>separate from rent</b> , exclusive of any other amount(s) received by landlord from any party, <b>a leasing fee in an amount equivalent to that of one month’s rent</b> , in order to try and re-rent the apartment and/or parking and/or storage locker, as applicable, for moving out of the apartment, and/or not using parking and/or the storage locker, as applicable, before the end of the rental agreement term, to cover landlord’s labor and/or costs of additional administrative work undertaking any one and/or combination and/or all of the following including, but not limited to, responding, arranging and/or the showing of an apartment to prospective tenant(s), processing of apartment and/or parking applications, meeting with current tenant(s) and/or prospective tenant candidate(s), preparation of new and/or revised Residential Rental Agreements, preparation of a Residential Rental Agreement(s) for the current tenant(s), the changing of accounting records to reflect and record any changes in the names, records, financial and/or money transaction(s) of any parties involved, the changing of the front lobby mail box and buzzer list, the use and completion of any other form(s) used by the landlord to record and effectuate any change as a result of the tenant not completing the term of the Residential Rental Agreement. Separately, damages to the landlord include the change of the resident makeup of the building, which is not conducive to the establishment and maintenance of a beneficial residential atmosphere for the apartment building as a place to live, or work for the landlord, and as a residential community. These are not the exclusive damages that the landlord may suffer. Tenant is still responsible for any and all out-of-pocket expenses incurred by landlord, including payment of any advertising cost to be submitted by tenant to landlord before landlord orders the placement of any advertisement, postage for mailing costs of any notice(s), etc. Tenant specifically understands the provisions of this entire paragraph and independently finds it to be reasonable and fair. Any and all amounts must be paid without delay, unless another time is stipulated otherwise by landlord in this paragraph or in a separate direct written communication from landlord to tenant, of any occurrence. At the landlord’s sole discretion, such amount(s) due under this paragraph may be satisfied, partially or fully, by way of tenant’s security deposit. This Move Out Fee due landlord shall be applicable to either when landlord tries to re-rent OR when tenant tries to and/or brings forth a prospective applicant/tenant, as landlord still must undertake the necessary administrative and other procedures noted-above. Tenant is responsible for monthly rental on the apartment, parking space and/or storage locker, as applicable, until each item, as applicable, can be re-rented. If landlord has other similar premises, i.e. a 1-bedroom if it is a 1-bedroom involved, available of landlord’s own to rent, including those premises of landlord’s own account to rent which become available, landlord shall rent landlord’s own premises first before trying to re-rent the premises for which tenant breaches, moves out of, or from where tenant is evicted, before the end of the rental agreement term. In any case, tenant may try to bring forth a prospective applicant (such applicant must submit their application to landlord for the re-rental process) of their own to try and re-rent the premises; the Move Out Fee amount shall still be applicable.
Initial Here	Initial Here	<b>HOLES:</b> No holes allowed on walls, ceiling, fixtures, wood cabinets, trim, or any other similar surface. Tenant shall use 3M brand Command adhesive strips to attach anything to any surface. Holes are considered damage and not “wear and tear”.
Initial Here	Initial Here	<b>FEES AND CHARGES LEFT UNPAID TO BE DEDUCTED FROM THE DEPOSIT:</b> In the event that any and all fees and charges and/or damages remain unpaid for which tenant owes or has been charged under these provisions or the Residential Rental Agreement such amount(s) shall be deducted from the deposit.
Initial Here	Initial Here	<b>PERSONAL PROPERTY OF TENANT’S LEFT IN APARTMENT AFTER TERMINATION OF RENTAL AGREEMENT OR EVICTION:</b> Any and all personal property (except prescription medication or

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		prescription medical items, which will be stored for a maximum of 90 days and then disposed) of tenant's left in the apartment, parking space and/or storage locker will be considered a lien of Landlord against tenant. Landlord may sell, move, dispose or otherwise handle any items left in the apartment, parking space and/or storage locker according to Landlord's discretion. Prescription medication or medical items shall be held for 7 (seven) days by Landlord, and tenant may contact/arrange with Landlord to pick those items up.
Initial Here ■	Initial Here ■	<b><u>ENTRY TO APARTMENT BY LANDLORD:</u></b> If the tenant inquires to Landlord, or calls Landlord about, or requests maintenance and/or service, this shall be an acceptance of tenant waiving any right to advance notice to tenant by Landlord of entry to the apartment. Landlord reserves the right to enter apartment without advance notice where there is a situation or condition in one apartment which affects another apartment, i.e. a common plumbing or supply line or common heat line for a group of apartments and certain electrical wiring which may run through and behind the walls. Landlord reserves the right to enter an apartment without advance notice to tenant where a condition exists in an apartment which the Landlord and/or management believes requires attention, or to deal with common plumbing, or other utilities, i.e. heating, air conditioning, plumbing, etc. Reasonable times for entry with reference to the conditions listed above shall vary according to the situation and condition, i.e. water, gas, electrical or plumbing problems may require entry late at night or early in the morning, all depending on Landlord's assessment of the condition. Landlord may also enter an apartment without advance notice to tenant to determine if tenant is meeting the terms of the Residential Rental Agreement with reference to not having a non-allowed pet (only cats are allowed at certain properties, with advance application and approval by Landlord required, or a service animal such as a Seeing-Eye™ dog) on the premises. Reasonable times for entry by Landlord to verify tenant does not have a non-allowed pet shall be Monday through Sunday from 9:00 am to 6:00 pm. If the tenant will not be extending the Residential Rental Agreement beyond the "Ending" date noted-above, tenant waives any right to advance notice when Landlord wants to show the apartment to a new prospective renter during reasonable times, which reasonable times are defined as Monday through Sunday from 9:00 a.m. to 6:00 p.m. Landlord may show at other times with advance notice, i.e. at least 12 hours notice.
Initial Here ■	Initial Here ■	<b><u>DAMAGES OR CHARGE DOLLAR AMOUNTS NOT TO BE CONSIDERED LIQUIDATED:</u></b> No charge or damage dollar amount indicated in this agreement shall not be considered a "liquidated" damage, since it may be difficult to ascertain the actual costs and/or damages entailed by any charge or damage amount.
Initial Here ■	Initial Here ■	<b><u>AMOUNTS DUE AND PAYABLE:</u></b> Any damage, fee, or charge amount due by tenant to Landlord shall be due and payable upon the occurrence of the event, breach or activity and shall not be understood as permission to breach.
Initial Here ■	Initial Here ■	<b><u>LEAD BASED PAINT:</u></b> Tenant certifies that tenant may access the "Protect Your Family From Lead" pamphlet online at <a href="http://www.daycompanymilwaukee.com">www.daycompanymilwaukee.com</a> or from <a href="http://www.epa.gov">www.epa.gov</a> and tenant agrees that this meets the conditions of providing the pamphlet.
Initial Here ■	Initial Here ■	<b><u>UTILITIES AND APPLIANCES, HEATING AND COOLING:</u></b> For any apartment with an air conditioner that can be used for cooling, tenant may not run the unit when outside air temperatures are 60 degrees Fahrenheit or lower; tenant will be responsible for any damages as a result. If landlord is responsible for supplying heat, tenant understands and agrees that landlord will activate the system starting November 1 <sup>st</sup> and disengages the system between April 15 <sup>th</sup> and the 30 <sup>th</sup> of each year. Landlord is not obligated to provide heating outside of these dates.
Initial Here ■	Initial Here ■	<b><u>BUGS, VERMIN AND RODENTS:</u></b> Tenant shall immediately report to Landlord the presence of any bugs, vermin or rodents. Based on the premise that the living condition of the tenant largely determines whether or not bugs and vermin or rodents are present, the tenant is responsible for any and all conditions having to do with bugs, vermin and rodents. It shall be rebuttably presumed that if bed bugs are present, then the tenant of the particular apartment where the bug is found has brought the insect on the premises and is responsible for the remedy, unless the preponderance of the evidence indicates otherwise. The tenant is responsible for the placing of "bug traps", i.e. sticky coated bug traps in order to "catch" wandering bugs, or to use natural, plant based insecticides. If vermin or rodents are present, the tenant is also responsible for the placing of any other trap on the premises within the confines of the tenant's apartment. If the Landlord has to become involved in any remedy for this subsection then tenant is responsible to pay Landlord's hourly labor rate as listed in the Nonstandard Rental Provisions. Landlord is responsible for common areas. Landlord may, at his/her own discretion, undertake him/herself and/or assist the tenant in remedying the problem.

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Initial Here	Initial Here	<p><b><u>SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR:</u></b> Tenant certifies that the apartment dwelling unit has a working and in good order smoke detector and, if a gas appliance is present, a carbon monoxide detector, including the necessary battery. Tenant is responsible for making sure the battery is in good order, and must immediately place a request with Landlord for a new battery upon determining that the battery is no longer viable. Landlord may provide one free of charge. It is the tenant's primary obligation to not disengage, interfere or otherwise disable any of the named devices. Tenant understands that under Wisconsin law it is a crime to attempt to disengage, disable or otherwise interfere with the proper operation of a smoke or carbon monoxide detector, and any such violation will be reported to the proper authorities. Landlord shall be responsible for replacing a defective and/or non-working device.</p>
Initial Here	Initial Here	<p><b><u>SNOW PLOWING AND SALTING:</u></b> On the morning after a snowfall, all vehicles must be moved from the parking lot and parked either in garages or on the street by 9:00 a.m. All vehicles must remain out of the parking lot until at least 3:00 p.m. that day or until the snow removal is completed. If tenant does not remove their vehicle(s), landlord may not be able to snow plow or salt the subject areas properly. This paragraph does not guarantee snow plowing and/or salting on the part of the landlord, and only applies to parking that is not off-street off of an alley.</p>
Initial Here	Initial Here	<p><b><u>RECEIPT OF APARTMENT CONDITION INSPECTION FORM:</u></b> Tenant agrees that they have received a copy of the Apartment Condition Inspection form upon moving in and that they may complete it and return it to Landlord within seven (7) days of the first day of occupancy. Tenant understands that the form may also be found online at the following website under the "Forms" tab: <a href="http://daycompanymilwaukee.com">daycompanymilwaukee.com</a></p>
Initial Here	Initial Here	<p><b><u>POLICIES AND CONDITIONS OF RENTAL:</u></b></p> <p>For the comfort, convenience and benefit of all tenants, and to insure the proper use and care of the premises, tenant, including tenant's guests, visitors or invitees shall comply with all these policies and conditions and shall not be permitted to:</p> <ul style="list-style-type: none"> <li>A. Keep cats, dogs, fowl or other animals or birds on the premises, without Landlord's prior written consent</li> <li>B. Allow any item to be thrown, or dropped from windows or balconies, or to throw or sweep dirt out of the building, beat or shake rugs upon or from any window, balcony, door or any other opening.</li> <li>C. Cover or obstruct any window, door or transom with any items not approved in writing by Landlord.</li> <li>D. Drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises, or allow same to be done without prior written consent of Landlord, and in any case Tenant agrees to be responsible for any damage done and will pay for same. Only 3M Command brand adhesive products may be used to attach items to the walls or any fixture or other surface.</li> <li>E. Do laundry work except in rooms provided for that purpose under conditions designated by Landlord.</li> <li>F. Allow water to run except when in actual use.</li> <li>G. Use balconies or patios for any purpose whatsoever other than a place to stand or sit, or store thereon object or equipment other than normal balcony furniture. Balcony may not, as an illustration, be used to hang clothing, rugs, wash or items on, or as a storage depository of any kind, including but not limited to bicycles, strollers, wagons, toys, etc. No covering shall be installed on balcony.</li> <li>H. Permit the premises to be used for the operation of any business.</li> <li>I. Loiter in any common areas of the property.</li> <li>J. Use a grill of any kind.</li> <li>K. No mechanical repairs may be done on any motorized vehicles, or bike in or on any part of the building or premises.</li> <li>L. No live Christmas trees.</li> <li>M. Keep garage doors open.</li> <li>N. Attempt or undertake any repair on the premises without the prior written consent of the Landlord.</li> <li>O. Smoke in any common area, including, but not limited to, hallways, laundry room or area, storage area, garage, driveways, parking spaces, walkways, basketball court, playground or area, lawns or landscaped areas, stairways, stairway landings and patios.</li> <li>P. No unaccompanied minors may be in the common areas of the property at any time.</li> </ul> <p>1. Tenant, Tenant's occupants, guests and invitees shall not become intoxicated, disorderly, harass or solicit tenants, their guests, or others, create or cause any odors or create or permit any unnecessary, unreasonable or improper noise or disturbance in, on or about the premises of the buildings of which the premises are a part, including, but not limited to, the operation of a radio or television set or playing of a musical</p>

Tenant Sign Here: X

- instrument or singing in a manner or a times which might be objectionable to other tenants.
2. Tenant shall be responsible for removal of any snow accumulation from balcony.
  3. All keys and pass cards are for Tenant's sole use. Tenant may not duplicate any keys. All additional keys must be obtained from Landlord. In the event that Tenant fails to return ALL keys and pass/key cards within 24 hours after surrendering the premises, ALL costs of rekeying or replacing said locks shall be paid by Tenant upon billing and may also be deducted from the deposit.
  4. The streets, sidewalks and entrances shall not be obstructed in any way or used by Tenant for any purpose other than for ingress/egress.
  5. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles shall be taken in or removed through the doors of the building and all damage to the building caused by the moving or carrying of articles shall be paid by Tenant. Riding of bicycles, tricycles, throwing of balls, etc. inside the building is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or in basements other than in Tenant's locker.
  6. All refuse and waste shall be routinely, frequently and timely removed from the premises and deposited in trash bags in trash containers in designated areas only. In the event it becomes necessary, Tenant shall comply with any recycling policies, regulations and ordinances.
  7. Tenant 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. Tenant shall pay for the cost to replace all electric bulbs, shades, or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, or other parts of premises.
  8. In the event that Tenant fails to pay any utility charges when due, then Landlord, at Landlord's option, may pay said past due utility charges and Tenant shall indemnify Landlord upon billing for any amounts it shall pay on behalf of Tenant including utilities to last day of rental agreement term or extension thereof. Tenant shall furnish and pay for all charges for telephone.
  9. Tenant shall at all times keep the windows neat and clean.
  10. Availability and use of recreational facilities, landscaped areas, drives, walks, other common areas, lockers, storeroom, wash machine, dryer or storage space in the building used by the Tenant is furnished gratuitously and is not a part of the rented premises. The Landlord shall not be responsible for any loss or damage to any property, or to any person making use of the same, not due to Landlord's negligence. It shall be presumed Landlord is not negligent. Tenant, in making use of such spaces, does so at their own risk.
  11. Tenant expressly agrees that Landlord shall not be liable to Tenant or others, including Tenant's guests, occupants and invitees, for any damage or loss resulting from any cause whatsoever, not due to Landlord's negligence. It shall be presumed Landlord is not negligent. Separately, it is the responsibility of the Tenant to have in place insurance for their personal property or for damage to landlord's property.
  12. Tenant shall not meddle with or interfere in any way with any part of the heating, air conditioning, lighting, plumbing, electrical, smoke and fire detection or other safety devices, refrigerating or laundry apparatus or controls in, on or about the rented premises or the building containing said equipment, nor shall Tenant install any said apparatus without Landlord's prior written consent.
  13. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the demises premises without the prior written consent of the Landlord. The Landlord is authorized to remove, at the expense of Tenant, any such apparatus erected without such written consent. Tenant shall be responsible for any damages to the property as a result of placing such apparatus.
  14. Tenant shall protect all uncarpeted floors and hallways with rugs or loose laid carpeting to protect finish and absorb walking sounds. The Tenant shall protect all wood floors in the apartment, except kitchen, bath(s) and closet(s) with rugs or loose laid carpeting to cover not less than seventy-five percent of the floor surface from the center of the room or hallway to the abutting walls so that all walk areas are covered. All heavy furniture is to have casters to protect flooring. Placement of rugs or door mats in the common hallway outside the apartment is not allowed.
  15. Landlord shall not be responsible to Tenant for any non-observance of policies and conditions of rental on the part of other Tenants.
  16. Landlord reserves the right to amend any Policies and Conditions of Rental at any time upon 30 days written notice to Tenant. Any violation of any Policies and Conditions of Rental shall be deemed a breach of the rental agreement.
  17. No waterbeds or other water furniture are permitted without the Landlord's prior written consent.

**Tenant Sign Here: X**

		<p>18. Painting of the apartment walls shall be done only when necessary, by Landlord only, according to Landlord's discretion, except for damage not caused by Tenant, Tenant's occupants, guest or invitees. If it shall become necessary to paint the premises, or any part thereof, sooner than five years from the date of the previous painting, because of misuse by the Tenant, Tenant's occupants, guests or invitees, the cost of such painting shall be charged to the Tenant, with such cost to be prorated on a five year basis.</p> <p>19. The Tenant agrees to notify the Landlord immediately in writing if any smoke detector is not operating properly. Tenant understands that tampering, interfering or disabling any smoke detector in any manner is not permitted and shall constitute a breach of the rental agreement and Tenant shall be subject to the maximum penalty permissible by law.</p> <p>20. Tenant shall keep their apartment in a clean and orderly manner, by regularly cleaning the bathrooms and living quarters, including mopping floors, vacuuming carpets and generally maintain the apartment in a clean and sanitary condition.</p> <p>21. Tenant shall not verbally abuse or threaten with physical violence any person on the premises and any person associated with the property, including but not limited to, tenants, maintenance staff, office staff or Landlord. Tenant shall not engage in the use of profanity, or use any obscene, foul or crude gestures or hand signals.</p> <p>22. Tenant shall be responsible for the behavior and actions of their children, relatives, visitors, guests or invitees.</p> <p>23. Tenant shall not post any notices, placard, sign, advertisement, or distribute any printed material on the premises. Tenant shall not tamper, change, deface, obstruct, cover up or remove any notice(s) posted by landlord.</p> <p>24. Tenant shall not prop open, or tamper, interfere, obstruct, abuse, hang from (door closer arms or door itself), defeat or disengage any locking door or door mechanism.</p> <p>25. Landlord is not obligated to have a tenant present in the apartment when service and/or maintenance work is scheduled and/or performed, nor for any showing(s) and/or inspection(s) of the apartment.</p> <p>26. Tenant agrees to make use of Landlord's forms.</p> <p>27. No individual may brandish a weapon of any kind while on the premises.</p> <p>28. When the building's central heating system is controlled by the Landlord via a central heating or boiler apparatus, Landlord shall provide and Tenant agrees that such heating system shall be engaged towards the end of October/beginning of November and left in operation until anytime between April 15<sup>th</sup> to the 30<sup>th</sup> for each heating season. Before or after these dates, Tenant shall utilize their own electric space heater at their own expense.</p>
Initial Here	Initial Here	<p><b>CRIME FREE:</b> Tenant and members of the tenant's household or a guest or other persons affiliated with the tenant shall not engage/permit:</p> <ol style="list-style-type: none"> <li>1. Any act intended to facilitate criminal activity.</li> <li>2. Any criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal possession, delivery, distribution or manufacture, as defined in Wis. Stats. 961.01(6), (9), and (13), respectively, of a controlled substance, as defined in Wis. Stats. 961.01(4), or a controlled substance analog, as defined in Wis. Stats. 961.01(4m).</li> <li>3. The dwelling unit to be used for, or to facilitate criminal activity, regardless if the individual in such activity is a member of the household, or a guest, visitor or invitee.</li> <li>4. Illegal activity, including prostitution, as prohibited in Wis. Stats. 944.30, 944.31, 944.33 and 944.34, criminal gang activity, as defined in Wis. Stats. 939.22(9), harassment, as prohibited in Wis. Stats. 947.013, battery, as prohibited in Wis. Stats. 940.19, endangering safety by use of a dangerous weapon, as prohibited in Wis. Stats. 941.20, on or near the dwelling unit premises, or any breach of Wis. Stats. .</li> <li>5. Violation of the above provisions shall be a MATERIAL and IRREPARABLE breach of the terms of the Residential Rental Agreement and GOOD CAUSE for IMMEDIATE TERMINATION of TENANCY. A single violation of any of the conditions of this provision shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a SINGLE VIOLATION shall be GOOD CAUSE for IMMEDIATE TERMINATION of the Residential Rental Agreement under Wis. Stats. 704.17(2)(c). Unless otherwise provided by law, proof of violation shall NOT require a criminal conviction, but shall be by a preponderance of the evidence.</li> <li>6. In case of any conflict of this provision to any other terms or conditions or provisions of the rental agreement, the conditions of this provision shall govern.</li> </ol>

Tenant Sign Here: X

Day Company  
 PO Box 170706  
 Milwaukee, WI 53217-8061  
 Telephone 414 964 8100  
 daycompanymilwaukee.com

*Instructions:*  
 Moving In: Tenant is to complete and return to Landlord within seven days of occupancy, i.e. first day of rental agreement.  
 Moving Out: Landlord or Tenant may complete the form.



**Apartment Condition Inspection Form / Move In – Move Out**

Use of this Form: Use this form to note the condition of an apartment upon inspection of the premises. Check these inspections closely. They will determine if you owe any charges when you move out.

Tenant \_\_\_\_\_ Date Moved In Out \_\_\_\_\_  
 Apt. Address \_\_\_\_\_ Date Keys Returned: \_\_\_\_\_  
 Apt. No. \_\_\_\_\_ Garage Door Remote Returned: \_\_\_\_\_

Kitchen Appliances	Bathroom, Main
Range	Med. Cab. & Van.
Hood Fan	Water Closet/Seat
Dishwasher	Ceramic Tile/Caulk
Disposal	Towel Bars
Refrigerator	Faucets
Kitchen	Walls/Ceiling
Formica Top	Tub/Shower
Sink Faucets	Bathroom, Master
Cabinets, Hardware	Med. Cab. & Van.
Floor	Water Closet/Seat
Walls, Ceiling	Ceramic Tile/Caulk
Fixtures & Bulbs	Towel Bars
Dining Room	Faucets
Fixtures & Bulbs	Walls/Ceiling
Floor/Carpet	Tub/Shower
Walls/Ceiling	Bedroom #1
Living Room	Floor/Carpet
Floor/Carpet	Walls/Ceiling
Walls/Ceiling	Closet Doors
Windows	Windows
Blinds	Bedroom #2
Air Conditioning	Floor/Carpet
Sliding Door	Walls/Ceiling
Washer/Dryer	Closet Doors
Hallway	Windows
Linen Closet	Bedroom #3
Fixtures & Bulbs	Floor/Carpet
Walls/Ceiling	Walls/Ceiling
Garage	Closet Doors
Floor	Windows

Comments \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Resident Manager: \_\_\_\_\_

*I have examined the said premises and I am satisfied with the physical condition thereof. The said premises are in good order and repair except as otherwise specified hereon. I understand that I must leave the premises clean and undamaged, other than normal wear and tear.*

FORWARDING ADDRESS AND PHONE:

To be completed by tenant, unless tenant is not present.

Name:		
Street Address:		
City:	State:	Zip Code:
Telephone:		

Timely Move Out    Abandoned    Eviction

Quan.	Item	Cost
Total		

Departing Status: \_\_\_\_\_

**Tenant Sign Here: X** \_\_\_\_\_