53

**RESIDENTIAL RENTAL CONTRACT** 

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

1 This Contract for the rental or lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the 2 singular whether one or more) on the following terms and conditions:

~					
3 4	TENANT: Number of occupants	Names:	LANDLORD: <u>Roush Rentals</u> Agent for service of process: <u>Barbara or Nicholas Roush</u>		
5					
			Address for service of process: <u>707 La Crosse St. Suite 102</u>		
	PREMISES: Building Address:		<u>608-782-0912</u> La Crosse, WI 54601		
7			Agent & address for maintenance, management: San	me as Above	
	Apartment/room/unit				
	Other				
10	Included furnishings: appliances: refrigerator, range, oven and:		Agent & address for collection of rents: Same As Ab	ove	
11					
12	RENT: Rent of \$ for Premises and \$				
13	for other (specify) is	due on the	TERM: STRIKE EITHER (a) OR (b)		
14	1st day of each month. If payment is received or	postmarked	(a) Month to month beginning on:	,OR	
15	by the <u>6th</u> day of the month when due, rent is \$		(b) For a term ofmonths, beginning on		
	for the Premises and \$ Late Fee_for othe		and continuing to		
	Incurred by Landlord for Tenant's returned checks are p	-	(Note: A lease for a fixed term expires without furth		
	Tenant. Landlord shall provide a receipt for cash payments		tenancy is to be continued beyond stated lease term, pa		
	Tenants, if more than one, are jointly and severally liable		make arrangements for this in advance of lease expiration		
	amount of any payments due under this Contract (STRIKE i		UTILITIES: Check if paid by:	,	
	cable). Acceptance of a delinquent payment does not ca			dlord Tenant	
	waiver of that default or any other default under this Contract.		Electricity Sewer / Water		
23	SECURITY DEPOSIT: Upon execution of this Contract, Te		Gas 🗌 🗌 Hot Water		
24	pay a security deposit in the amount of \$		Heat Trash		
	to be held by Landlord		Air Conditioning		
26	PETS: Pets (are) (are not) permitted. STRIKE ONE If	neither is	If any utilities or services payable by Tenant are	not separately	
27	struck, pets are not permitted.) See Special provisions fo	r additional	metered, Tenant's share is allocated as follows:		
28	provisions relating to pets.				
29	TIME IS OF THE ESSENCE: Time is of the essence as to a	all dates and	d deadlines set in this Contract or by law, unless otherw	vise provided in	
30	Special Provisions. PARTIES FAILING TO PERFORM BY A "	TIME IS OF	THE ESSENCE" DEADLINE WILL BE IN BREACH OF TI	HIS CONTRAC	
	IMMEDIATELY UPON PASSAGE OF THE DEADLINE.				
		SPECIAL PROVISIONS: <u>See Addendum A "Tenant Rules and Regulations Handbook – Nonstandard Rental Provisions"</u>			
	NO SMOKING INDOORS OR ON PATIO / DECK SPACES				
34					
35					
36	ATTACHMENTS: Attachments checked below are attached to t	this Contract	and incorporated herein by reference.		
37		🗸 Check	Attachment	<ul> <li>Check</li> </ul>	
38	Guarantee/Renewal/Assignment/Sublease		Nonstandard Rental Provisions X		
39		ζ	Promises to Repair		
40	Smoke Detector Notice	ζ	Code Violations		
41	Lead-Based Paint Disclosure & Pamphlet Other:		Real Estate Agency Disclosure Other:		
42		treat and a		nt o obook in	
	Landlord shall provide Tenant with a copy of this Con- sheet on or before the commencement of this tenand				
	RIGHTS. LANDLORD AND TENANT SHOULD CONSU	•			
	RIGHTS UNDER THIS CONTRACT. THIS CONTRACT INCLUI				
	IN WITNESS WHEREOF, the Parties have executed this Renta	-			
	· · · · · · · · · · · · · · · · · · ·				
10			TENANTO		
48 49	LANDLORD:	(Date)	TENANTS:	(Date)	
49 50		· · /		(200)	
50 51				(Date)	
	TENANT:			. ,	

(Date)

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

(Date)

#### 54 PROMISES TO REPAIR.

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

58 CODE VIOLATIONS; ADVERSE CONDITIONS. If the Premises or the building in which they are located are currently cited for uncorrected 59 building or housing code violations, or contain conditions adversely affecting habitability (including no hot or cold running water, plumbing or sewage 60 disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no

60 disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no
61 electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health
62 or safety), these are listed under Special Provisions, or in a separate addendum to this Contract, and Landlord shall exhibit copies of any
63 uncorrected code notices or orders to Tenant, all before this Contract is signed or any deposit is accepted.

64 **INSPECTION; SECURITY DEPOSIT.** Tenant has 8 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any 65 preexisting damage or defect. Landlord shall provide Tenant a written description of the physical damages or defects charged to the previous 66 tenant's security deposit if Tenant, within the first 8 days of the tenancy, provides Landlord with a written request for such list. Tenant's security 67 deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant

68 surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Contract, subject to the exceptions described in 69 Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held 70 by Tenant, such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized

statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. No deduction may be made for any damage charged against the previous tenant's security deposit. Tenant may not use the security deposit as payment of the last month's rent without the written permission of the Landlord.

**USE; GUESTS.** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located, or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks without written consent of the Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect

caused by the negligence or improper use of the Premises or the building or development in which they are located, by Tenant or Tenant's guests and invitees.

83 **MAINTENANCE.** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for 84 Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under 85 Tenant's control in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord,

86 normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light

87 bulbs, fuses, and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or 88 redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, 90 or attach or display anything which subsequently affects the exterior appearance of the Premises of the property of which it is a part. Whichever 90 party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent

g1 damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of parties' responsibilities regarding
 g2 the maintenance of smoke detectors.

93 ENTRY BY LANDLORD. Landlord may enter the Premises occupied by Tenant at reasonable times upon advance notice to inspect the Premises, 94 make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without 95 advance notice upon consent of the Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is 96 necessary to protect the Premises or the building in which they are located from damage. Tenant shall not add or change locks without obtaining 97 Landlord's written permission AND immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks 98 without obtaining Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access

99 to the Premises is a breach of the Contract.

**RULES.** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant

acknowledges receipt of the rules prior to signing this Contract. Any failure by Tenant to comply substantially with the rules is a breach of the
 Contract. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the

amendment is mailed or delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any time before it becomes effective terminate this Contract by giving Landlord not less than 28 days' written notice, effective as of the end of a rentpaying period, citing the amendment and its effect on Tenant's use of the Premises.

POSSESSION; ABANDONMENT. If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this Contract. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for three successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be

111 deemed to have abandoned the property and landlord shall deal with it as provided by Wis. Stat. § 704.05(5) or any written lien agreement (Nonstandard Rental Provision).

ASSIGNMENT. Tenant shall not assign this Contract of sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Contract and enter a new Contract instead of renewing it, assigning it or subleasing the premises.

116 CONTROLLING LAW. Landlord and Tenant understand that their rights and obligations under the Contract are subject to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law. Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

**SALE OF PROPERTY** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

LEAD-BASED PAINT PROVISIONS (Applicable only if the Premises is a "target property" constructed before 1978.) Tenant has received, read and understands the Landlord's lead-based paint (LBP) disclosures and the Lead-Based Paint: Protect Your Family Pamphlet (Pamphlet). Tenant

agrees to follow the practices recommended in the Pamphlet in order to protect tenant and other guests and occupants from injuries caused by

exposure to lead. Tenant shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupant are

125 conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupant 126 prohibited from disturbing paint and performing lead-based paint activities on the property without proper State of Wisconsin certification.

AGENCY NOTICE. Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

Drafted by: Attorney Debra Peterson Conrad

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# **Resident Handbook**

# A Guide to Our Policies, Procedures, Rules & Regulations Defined as "Addendum A: Nonstandard Rental Provisions"

Roush Rentals 608-782-0912 info@roushrentals.com

#### Purpose & Introduction

Welcome to Roush Rentals. We are happy you have chosen to live in one of our properties. We provide you this handbook of our policies, rules and regulations in an effort to help you enjoy living in one of our apartments. This handbook is intended for you to read before you sign a lease with us. This handbook is an extension to the lease, therefore an agreement form must be signed by all incoming tenants that you have read and understand our policies and procedures. Our company rents you an APARTMENT, not a BEDROOM therefore all residents share in the responsibility to your rental unit. Please take the time to read this handbook and understand our policies. We do look forward to providing you a quality apartment and to serve you as your new landlord.

## Community Appearance & Cleaning

- Roush Rentals provides regular cleaning of our common areas and parking lots for our tenants so that you can be proud of the property and community you live in. We ask that you respect our property and do your best to keep it looking nice.
- Please throw out all trash in receptacles and dispose of any cigarette butts in appropriate ashtrays.
- Sidewalks, entrances, balconies, stairways, corridors, and halls must not be obstructed.
- All common areas will be clear of furniture and personal property including trash.
- Personal lawn furniture may be used on the patios or balconies. However, it must be removed upon end of tenancy. Absolutely no couches or interior furniture on exterior of the property.
- No clothing, rugs, or other items shall be hung on or over patio fences or balcony railings.
- As stated in your lease, you're expected to keep your rental unit in clean and good repair during your occupancy. It is your responsibility, as a tenant, to have your unit presentable and clean at all times. Note: If we feel housekeeping duties are less than desirable you may be asked by management to remedy the situation.

#### Damages

We provide you a move-in inspection form when keys are issued. This form is to report the condition of your apartment and to report any damages or issues you feel pertinent. It must be returned within 8 days from the time you first receive your keys. This form is for your protection at move out. If not returned during this timeframe we assume any damage found at move out occurred during your tenancy. Unless arrangements are made, forms returned after the 8 day timeframe are considered void. **Tenants will be charged \$50/Hr for labor and supplies due to tenant damage, waste or neglect.** 

We take pride in the quality and care of our apartment, we expect that you will treat it with respect and return it in a similar or better condition. We use the same cleaning and repair contractors on an annual basis. They know and document the condition of the property when they perform work. If it is not returned as received, appropriate charges will apply.

#### Walls & Ceilings

**NO MOUNTING TV'S TO THE WALL!** Flat screen televisions or computer monitors must be placed on a stand and not hung from the walls. No large nails, screws, lag bolts, or hanging devices of any kind should be pounded, pushed or screwed into any wall or ceiling on the property. Pictures and general décor may be hung with brad nails and push pins. Damage to the wall surfaces will be charged to your security deposit at lease end.

## **Painting**

Residents are NOT permitted to paint the walls or ceilings in their unit.

#### **Repairs & Maintenance**

General Repairs: As per your lease agreement, you're responsible for cleanliness, care & upkeep of your rental unit. Maintenance requests can be made by calling management at 608-782-0912. Maintenance reviews all requests and makes every effort to finish work requests in a timely fashion. Please note requests are also handled in order of priority. Sometimes repairs require the additional skills of a certified professional or parts may have to be ordered. In these instances, repairs will be completed as soon as possible.

<u>We want to know about issues in your residence.</u> Please remember that according to the lease agreement it's the responsibility of our residents to inform management of any issues. Small problems can turn into big ones very quickly. If a problem gets worse due to neglect to contact property management, the resulting damage may be your responsibility and can be billed accordingly.

PLEASE...Don't wait for a late night or weekend to contact us regarding your maintenance needs. If you have a problem during the week, call us ASAP! If you wait until Friday afternoon or the weekend you may be subject to weekend overtime charges or you will have to wait until Monday to have your issues resolved.

#### **Emergencies!**

For maintenance emergencies that occur get yourself to a safe place and please do not hesitate to call 911 if you feel it is relevant. Once you and your roommates and neighbors are safe, please also call management to report the problem.

What is considered an emergency?

- Fire
- Gas Leak
- Electrical Short
- Power Failure (unless correction is the responsibility of the utility company)
- Downed Power Line
- Wind or Storm Damage
- Sewer Backing Up
- No Water or Hot Water
- MAJOR water leak
- No heat (in weather below 40 degrees)

Here are some helpful numbers to resolve your emergency;

- Xcel Energy 1-800-895-4999
- City of La Crosse Police Department Non Emergency 1-608-785-5962
- City of La Crosse Water Utility 1-608-789-7536

## **Flooring**

The care and maintenance of the flooring in your unit is your responsibility. The carpet should be vacuumed frequently and tiles need to be cleaned regularly. Tile surfaces are often looked at as maintenance free. However, if they are not cleaned appropriately on a regular basis they will not come clean through normal means in the future and special equipment will be required. Any costs related to damage and/or excessive soiling beyond normal wear and tear will be taken out of the security deposit.

## **Electrical & Light Bulbs**

If your lights go out, check the circuit breaker or fuse box first. In order to properly reset a breaker you must turn the breaker that has been tripped to the "on" position. Only reset a breaker once. In the event it continues to trip, check everything plugged into that circuit. If there is a problem please contact maintenance. You may be charged for a service call if the problem is caused by overloading the circuits.

In the event of light bulb failure, it is your responsibility to change your own light bulbs. All bulbs are functional at the time of lease inception. If you cannot change a bulb for some reason, please contact management for our assistance. Any fixture damaged by tenants will be billed accordingly.

#### **Appliances**

In case your appliances don't operate properly, first check the breaker box to see if you may have tripped a breaker then check the electrical cord to ensure that it's firmly plugged into the wall. If these appear to be in order and they're not functioning please report to the issue to our general call # 608-782-0912. Maintenance will address the problem or call a technician to fix it.

**Cleaning**: Clean the top of the range clean with glass/tile cleaner to eliminate grease build up. When it becomes spotted with grease or food, use a scouring pad to remove all burned on residue. When it becomes necessary to clean the oven, use a good oven cleaner and use according to directions. Each unit is provided new drip pans on stove prior to move-in. It's the tenants responsibility to replace them at move out. The outside and inside of the refrigerator can be kept clean with a good all-purpose degreaser type cleaner, keep is smelling fresh with an open box of baking soda.

**DO NOT overload your Dishwasher!!!** Load it correctly. If your dishes aren't' getting clean this is the primary reason why. Your dishwasher may leave a white film on your glassware because of the city's hard water, we recommend "Lemishine" to remove hard water spots. Unfortunately there isn't anything we can do to prevent this from happening. Also, running a bit of hot water in the sink before starting the load, helps the dishwasher get hotter water and clean better.

**DO NOT overload your Washer!!!** Load it correctly. When it is approximately ¾ full of dry clothes, the washer is full. Your clothes will clean better and the washer will not be damaged. We strongly suggest the use of high quality "HE" detergents such as "Tide Ultra". If a washer is damaged or requires service due to overloading or tenant neglect, the tenant will be held for responsible for the service costs.

## **Barbeque Grills**

Roush Rentals does allow the use of grills however, residents are not permitted to store their grill or propane on their balcony. When in use, grills must be at least 10 feet away from any building during use to prevent fire hazards. The La Crosse Fire Department conducts regularly scheduled inspections of all apartments. At their discretion a citation for violation of the code may be issued.

#### **Bike Storage**

Usage of the outdoor bike racks is included in the rent of your apartment. We strongly recommend purchasing a hi-quality bike lock or storing your bike in your unit or storage unit. If, at any time, you believe your bike has been stolen, report to the police and your insurance company. Roush Rentals will not be held liable for vandalism or theft of your bicycle.

#### **Candle Burning**

Although we do not prohibit the use of candles, we strongly recommend that you don't use candles in your rental unit. Not only is the practice of burning candles a fire hazard, it can also cause extensive damage to the property. Should you choose to use candles in your rental unit, you may accrue charges for painting or eliminating excessive smoke damage and odors upon vacating. We also ask that residents be careful with candle wax as the wax can be very damaging to flooring and walls. (Please be aware that smoke from candles can cause thousands of dollars of damage. If you choose to burn candles, the cost of any required painting / cleaning of your unit will be passed on to you.)

#### **Excessive Noise/Disturbances**

#### Note: City Ordinance Quiet Hours are 24/7

When people live in close quarters, noise can sometimes be a problem. We ask each of you to be respectful of your neighbors and keep noise levels to a minimum. If a noise from another apartment is louder than desired and you feel comfortable doing so, we ask that you contact your neighbor and ask them politely to "turn their music/TV/conversation down a bit." Usually people don't realize how the sound carries to others. The bass from sound systems carry far and wide.

If after your request your neighbor chooses not to cooperate, your next step is to contact the police. They'll investigate and may issue a noise violation if deemed appropriate. NOTE: Management does NOT have any authority to perform these types of services. Once a ticket or warning is issued by police then management can enforce lease provisions. As a LAST resort, if the noise problem persists, please contact management during business hours and we will try to assist you.

Please be aware that YOU are responsible for the noise of visiting guests. We will NOT tolerate any under-age drinking, drug use, disruptive behavior, or any damage whatsoever to our property. The Property Manager will terminate the tenant(s) lease with all tenant(s) still liable for rents and utilities throughout the term of the lease. The tenant(s) also risks forfeiture of their entire security deposit if eviction is necessary.

#### **Guests & Visitors**

Per your lease, ONLY persons listed on the lease can occupy the unit. You are welcome to have overnight guests however, once a person who is not on the lease remains in your unit for more than 14 days they are considered a part of your household. Extended stays need to be approved by management. If a violation is found it will result in immediate eviction.

<u>**Respect others parking rights!**</u> When having Guest/Visitors you must tell them to park on the street or they risk being towed.

## Keys & Locks

We supply all the keys to your unit at one time which is typically the first day of your lease term. Residents are not permitted to alter any lock or install NEW locks or other attachments on the doors. When leaving your unit please remember to take along your key and avoid getting locked out.

Lockouts: During normal business hours (8A-5P M-F) you may call to make arrangements to pick up a key to "borrow" and return the same day or call a roommate. After hours: you must call American Lock & Key at 608-782-7777. There is a service charge payable at the time of service. Any and all charges as a result of the lockout are your responsibility.

Lost Keys: If a key is lost, for security purposes we must change your lock and replace all keys. The tenant(s) will be required to pay all of the fees associated. This applies to entry doors, bedroom doors, mailboxes, etc... (anything you are issued a key for). If all keys are not returned on move out day the same fees shall apply.

#### **Pet Policy**

Pets are only allowed if they are specifically noted on your lease. YOU MAY NOT BABYSIT PETS NOR HAVE PETS VISIT THE PROPERTY UNLESS APPROVED BY MANAGEMENT AND NOTED ON YOUR LEASE.

If a pet is discovered in your apartment without authorization, you will be given a notice to correct. You will also have to have the carpets in your unit professionally cleaned and the unit treated for fleas/ticks all at your expense. If you feel a resident within your building has broken this rule please contact management. Residents disregarding this policy will be in a lease violation and subject to all penalties allowed.

## Pest Control

Please call maintenance if you have a specific problem. We ask your cooperation in not leaving open food or dirty dishes lying around. This attracts insects and mice not to mention it "STINKS". Garbage should never be left outside on your balcony/patio or hallways. It should be placed in the appropriate collection site when leaving your unit. Failure to maintain clean and sanitary conditions will result in charges to you for the removal costs of garbage and any extermination that is required.

## **Plumbing**

Only human waste and toilet paper may be flushed down toilets. Anything else may cause major problems and damage and tenants will be charged for all damages.

Water Leaks: Turn the water valve off and notify maintenance ASAP. In the event a pipe freezes and bursts during the winter, the water supply should be turned off and management should be notified immediately. **Never turn off your heat in our rental units in the winter.** Tenant will be charged for all plumbing damage and any building or personal items damaged as a result of a failure to maintain a reasonable degree of heat (67 Degrees by State Statue).

#### Parking: Do, Don'ts, Permits & Snow Removal

- It's the residents' responsibility to notify their family and friends of this policy and let them know to park on the street at all times.
- Each rental unit is issued a specific number of permits based on your building's parking rules and regulations.
- If you do not have a permit displayed, do not park in the lot. If your permit is lost, you must make arrangements during normal business hours to pick up a new permit and should park on the street until a permit is displayed. The permit tag must be hung from the rearview mirror and face outwards at all times. A replacement permit is \$15.00.
- Stickers or hang tags are only allowed on the complex tenant's vehicles. They cannot be used on the vehicles of friends.
- Parking is on a first come/first served basis. Vehicles with parking passes must also park within the designated parking areas. Do not block fire lanes, handicap spots, alleys or dumpsters.
- Any deviations from the above-mentioned items subject the vehicle to being ticketed and towed at the owner's expense. All cars are towed to Don's Towing (608) 784-5872 816 Monitor St, La Crosse, WI 54603
- Roush Rentals does not assume any liability for towed vehicles.
- All vehicles parked in the lot must be operational. You may NOT store boats, RV's, trailers, moving trucks, nonoperational vehicles, etc. on our property.

#### Snow Removal:

- IF YOU WILL BE AWAY FROM YOUR RESIDENCE FOR AN EXTENDED TIME, MAKE SURE YOU HAVE MADE ARRANGEMENTS FOR SOMEONE TO MOVE YOUR CAR.
- THERE WILL BE OCCASIONS WHEN THE PARKING LOT MUST BE CLEARED, ESPECIALLY FOR SNOW PLOWING. ON SUCH OCCASIONS, ALL VEHICLES MUST BE REMOVED OR THEY WILL BE TOWED AT THE OWNER'S EXPENSE.

Roush Rentals is not responsible for theft or damage to vehicles. If you believe your vehicle has been tampered with, you should call the police, file a report and call your insurance provider.

Motorbikes, motor scooters, motorcycles are not to be parked in building entrances, halls, apartments or on sidewalks. One permit will be issued to you therefore, you may have a choice of putting it on your vehicle or your motorbike... not both.

Please do NOT back into stalls to park. When you start your vehicle up, the fumes often enter into another resident's apartment via the windows.

#### Storage Rooms

If the property you are leasing has a storage unit, storage of the following items is prohibited: LP gas cylinders for grills, dangerous or harmful chemicals, flammable or explosive items, firearms and ammunition, appliances, food, animals. Please keep your storage unit locked at all times and remove all contents at the end of your lease term. Roush Rentals is not responsible for theft or damage to your property.

#### Smoke Detectors & Carbon Monoxide Alarms

Smoke detectors and carbon monoxide alarms (apts with gas furnace or stoves) are installed in every apartment. These are maintained annually. Please test your smoke detector once a month. State fire code requires that smoke detectors be kept in working condition at all times. Residents are strictly prohibited from removing the batteries from any smoke detector and it's is considered a lease violation if they are tampered with. If your smoke detector is "chirping" please contact maintenance and we will replace the batteries for you.

Please familiarize yourself with the fire exits located in your building and also where proper fire equipment is located. Tampering with any fire equipment in and around buildings is forbidden. A carbon monoxide alarm is a device that will detect the presence of carbon monoxide (CO) and create a noise which gives people in the area a chance to safely leave the building.

#### **Smoking Policy**

Smoking is STRICTLY PROHIBITED in any Roush Rentals rental unit, patio/deck or indoor space (this includes hallways and entryways). You may smoke outside of the building on the sidewalk or in the parking areas provided it does not create a nuisance for other residents of the property. You are responsible for properly disposing of your smoking material. No smoking material is permitted to be thrown on the ground, including the sidewalk and parking areas. You may be charged a fee for cleanup. Any damage or fire as a result of smoking products will be the responsibility of the tenant.

Marajuana or illegal drugs will NOT be tolerated anywhere on our property and will be fully prosecuted according to local, Federal and Wisconsin Laws.

If you feel a resident within your building is smoking please contact management. If we determine that the resident is smoking inside the building, the provisions of the lease will be enforced.

#### **Resident Insurance**

We strongly recommend that you contact your insurance agent to obtain renter's insurance. They can provide you with all the details and costs associated with obtaining insurance to cover your personal belongings, as well as personal liability coverage. Our insurance covers our property and associated grounds. It does not cover your personal belongings or your liability. <u>Roush Rentals assumes no liability</u> for the loss or damage of tenant property under any circumstances!

#### Vacations & Extended Absences

It is advisable to notify our office if you're going to be traveling for an extended period. Please notify our office where you can be reached in case of an emergency. It is also advised not to leave your car in our parking lot for an extended period of time in case it snows or it may be towed.

# DO NOT turn off your thermostat in the winter. It must be set at a temperature so the pipes don't freeze (minimum of 67 degrees).

#### **Utilities**

It is the tenant's responsibility to contact the utility company and put the utilities in their own name as of the first day on the lease or occupancy, whichever comes first. This includes Gas and/or Electric service. <u>Tenants are responsible for all utilities for the entire lease term. EVEN IF YOU MOVE OUT</u> <u>BEFORE THE END OF YOUR LEASE.</u>

CenturyLink & Charter Communications are the two primary communication providers in the area. Tenants may choose who they want for services and can begin services as they wish.

#### Note: We do NOT allow any Satellite Dishes on our properties.

Below are some helpful numbers of the utility providers;

- Xcel Energy 1-800-895-4999
- Charter Communications: 1-855-757-7328
- CenturyLink 1-877-837-5738

#### **Rent Payments & Security Deposits**

It is our policy to collect one payment for rent each month. Rent payments are due on the 1st of each month for the entire lease term. If the rent is postmarked after the 5<sup>th</sup> it shall be considered late. If a check is returned NSF or a payment is late, a \$50 fee shall be applied. In the event we receive an NSF payment, new payment must be made on the form of a Money Order or Cashiers Check.

Pro-rated rent: Roush Rentals does NOT pro-rate rent for the final month of the lease term. In the event you choose not to renew your lease, that time is needed to clean your apartment and make it ready for the next tenant so they may enjoy the property in the same manner you have.

<u>A security deposit cannot be used for the last month's rent</u>. Roush Rentals collects one security deposit payment per rental unit and must be paid in full at the lease signing by check or money order. The security deposit is NOT for rent but is a deposit to ensure you fulfill the conditions of your lease and for any damages beyond normal wear and tear. The security deposit will be refunded within 21 days after the lease term ends and everyone has vacated the rental unit.

#### <u>Windows</u>

Blankets, flags, sheets, etc... are not acceptable window treatments and are strictly prohibited. If your unit has been supplied with blinds we discourage the addition of any added window coverings. If blinds are provided on windows, it is Tenant's responsible to use them cautiously. If curtain rods are provided, the color of the curtain facing the exterior must be white. All windows/blinds are to be cleaned by the Tenant prior to move-out. Any required repair to windows or walls from the installation of curtain rods will be charged to the tenants at move out.

No plastic seal may be used on the windows as condensation issues can occur. It is also commeonon for you to experience some water condensation on your windows during the cold season. To prevent mold and damage to woodwork and trim, please wipe away any moisture accumulation from windows and run your ceiling and bath fans regularly for extended periods of time (min. of 1 hour). Damage due to tenant neglect or condensation will be charged to the tenant, including damages caused by excessive humidifier use.

## Trash Removal

All tenants are responsible for placing their garbage in the appropriate collection point provided. No trash is permitted around dumpsters / bins for any reason. Dumpster lids and trash bin lids must be kept closed to be in accordance with city ordinance.

Trash of any kind will not be stored anywhere on the premises. This includes your balcony, porch, or outside your door. Roush Rentals reserves the right to charge tenants if management removes your trash for you. Charge is \$50.00 per bag and will be billed to the tenant.

Some items that CAN NOT be placed in or around the dumpsters are: Bicycles, non-flattened cardboard boxes, tires, furniture of any kind, appliances, car parts, fans or heating units, ladders, mattresses, oversized items of any kind, computers or electronic equipment, microwaves.

If you observe any "strange" or late-night-hours dumping by someone who is probably a NON-resident, please take their license number and contact management. Let's each do our part to keep our community clean! Thank You!

#### End of Lease – Move Out Cleaning Responsibilities

At the end of the lease term, the tenant is expected to return their rental unit in the same or better condition than it was at move in. Items that are not thoroughly cleaned will be billed to the tenant at \$50/hr labor plus materials as required to fully clean the unit. Below is the checklist of items you will be required to clean at move out;

- All carpets to be vacuumed. Please do not attempt to shampoo, we will have carpets professionally cleaned.
- Mop and clean all hard surface floors, including under refrigerators & stoves
- Fully clean and wash interior and exterior of all kitchen and bathroom cabinetry
- Fully clean kitchen sink to remove water spots, soap scum, stains, etc.
- Bathrooms Clean fixtures: Tubs, Showers, Toilets, Sinks of all soil, water spots, soap scum, etc.
- Vacuum Bathroom Exhaust Fans
- Appliance Cleaning Tenant will be charges for any cleaning or repairs due to misuse
  - Washer cleaned, dryer area vacuumed of all lint.
  - o Refrigerator of ALL food and fully clean every surface of interior and exterior
  - Stove/Range clean inside and out. Replace drip pans below elements
- Wash Windows and Window treatments
- Patio Doors Inside and Out including the door track
- Wipe down and de-lint all light fixtures and ceiling fans
- Wipe down all baseboards and trim of all dirt, lint & debris
- A/C Units vacuum filters and clean intake grates
- All Storage Areas to be completely clear of all tenant property and swept clean.
- All Garages (as applicable) to be completely clear of all tenant property and swept clean.

#### **Breaking a Lease & Subleasing**

If you break your lease/sublease you're in violation of your contract. Should the Tenant(s) elect to break this agreement and move out early, the Tenant is responsible for all utilities, rent payments and advertising costs until a suitable tenant is found or the lease expires. We strongly encourage you find a suitable subleaser.

Roush Rentals may allow subleasing. However, we have restrictions associated with doing so;

- 1. It is the tenant's responsibility to find a sub-lessor.
- 2. Cost for subleasing is a \$100 admin fee and must be paid in full.
- 3. Once management is notified, the prospective tenant will be required to complete a rental application and everyone will be required to sign the sub-lease agreement, including all roommates if applicable. All signatures must be on the form before this agreement is official.

# Addendum A: Roush Rentals Rules & Regulations <u>Resident Handbook Agreement Form</u> <u>"Nonstandard Rental Provisions"</u>

Being approved as a resident(s) with Roush Rentals and assuming the obligation of a lease for the property located at \_\_\_\_\_\_

I (we) have reviewed the Rules & Regulations Resident Handbook and agree to abide by the rules, policies and procedures clarified in the Handbook and agree that this document becomes a part of the lease.

Signed:	Date	
Signed:	Date	
Signed:	Date	
Signed:	Date	
Signed:	Date	
Witnessed by Management:		
Signed.	Date	