

Fixed-Term Residential Lease

Parties:

- Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.
- Occupancy by guests for more than 7 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.
- **Tenant/s:** _____
- **Landlord/Agent:**
Nick Roush
P.O. Box 1715
La Crosse, WI 54602-1715
(608) 782-0912

Premises Identification:

- **Address:** _____

Term of Lease:

- Tenant Agrees to vacate the premises at the end of the lease term unless a continuing lease has been enacted.
- **Start Day** _____
- **End Day** _____ (10 PM)

Utilities:

- Tenant agrees to pay all utility charges not included in rent.
- **Included in Rent:** Water & Sewer Charges, Trash & Recycling Charges & the following; _____
- **Not Included in Rent:** _____

Payment of Rent:

- Tenant will pay to Landlord a monthly rent of \$_____, payable in advance on the first day of each month. Rent must be paid by mail to the address shown above in the forms listed below.
 - Personal check
 - Cashier's check
 - Money order

Late, Returned or NSF Check and other Bank Charges:

- If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50. The Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
- If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$50.
- Any unpaid late rent fees, returned check fees or NSF fees will be deducted from the security deposit at the end of the lease term.

Security Deposit:

- On signing this Agreement, Tenant will pay to Landlord the sum of \$ _____ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 14 days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Check In Report & Tenant's Maintenance Responsibilities:

- Tenant acknowledges the receipt of the "Move in Checklist" report. This must be completed and returned to the landlord within 8 days of the lease inception. Anything not noted in the report will be assumed as perfect condition at lease inception.
- Tenant will: (1) keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. (4) Provide adequate heat for the property in cold weather. Tenant shall be liable for any damage related to insufficient heat in the property.

Repairs and Alterations by Tenant:

- Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.
- Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system

Violating Laws and Causing Disturbances:

- Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to:
 - Violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs.
 - Commit waste (severe property damage)
 - Create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Pets:

- No animal, bird or other pet will be kept on the premises, except properly trained dogs needed by blind, deaf or disabled persons and _____ under the following conditions:
- _____

- Any evidence of pets within a unit (including decks and patios) will result in the unquestionable forfeiture of the entire security deposit.

Landlord's Right to Access:

- Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant 12 hours notice before entering.

Extended Absences by Tenant

- Tenant will notify Landlord in advance if Tenant will be away from the premises for 14 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs or damage.

Possession of the Premises

- Tenant's failure to take possession; If, after signing this Agreement, Tenant fails to take possession of the premises or tenant unjustifiably removes from the premises before the end of the rental term, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- Landlord's failure to deliver possession; If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Disclosures:

- Tenant acknowledges that Landlord has provided the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards if applicable to the property

Additional Provisions & Tenant Rules and Regulations:

- Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Addendum A these terms are noted as Non-Standard Rental Provisions.

Grounds for Termination of Tenancy:

- The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Entire Agreement:

- This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.
- Should the Leased Property be sold or change ownership before or during tenancy this agreement and all the rights contained herein shall transfer to the new owner.
- The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

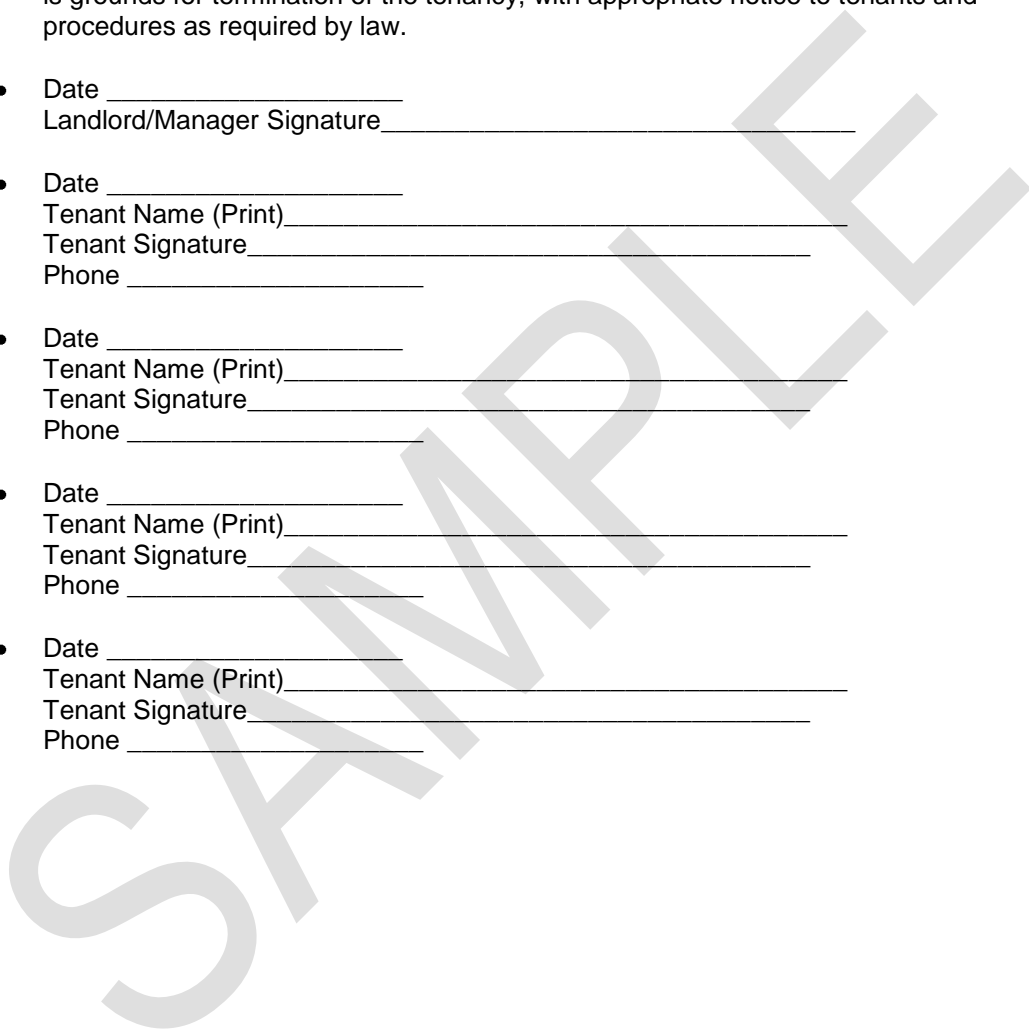
- Date _____
Landlord/Manager Signature _____

- Date _____
Tenant Name (Print) _____
Tenant Signature _____
Phone _____

- Date _____
Tenant Name (Print) _____
Tenant Signature _____
Phone _____

- Date _____
Tenant Name (Print) _____
Tenant Signature _____
Phone _____

- Date _____
Tenant Name (Print) _____
Tenant Signature _____
Phone _____



Addendum A: Non-Standard Lease Provisions

1. Absolutely NO SMOKING within the premises including decks and patios. Any evidence of smoking within a unit i.e. (ashtrays, odor, stains and burns) will result in the unquestionable forfeiture of the entire security deposit. Tenants are responsible for their guests' behavior. If a tenant or guest chooses to smoke outside please be courteous and dispose of refuse in the provided container.
2. All garbage shall be placed in the dumpster or garbage cans provided by the landlord and all recyclables shall be placed in the green recycling containers.
3. Absolutely no additional fixtures of any type i.e. (window treatments, curtain rods, shelves) may be installed w/out landlord consent.
4. Overnight guests staying longer than 7 days shall be approved by landlord in advance. Frequent overnight guests (i.e. significant others) who occupy the unit on a regular basis will be considered additional tenants and charged double rents. Any damages incurred as a result of their stay will be the responsibility of the tenant on the lease.
5. All personal belongings shall be kept in the unit or out of public sight. All bicycles shall be kept in the bicycle rack behind the building, no bicycles in the units.
6. All grills shall be kept behind the building.
7. Any non-functional appliances shall be removed immediately.
8. All non-registered or non-functional vehicles will be removed/towed from the property immediately.
9. All tenants in each unit will be held jointly and severally responsible for any damage to the common areas of the unit (not defined as their bedroom). Also, all tenants in the building will be held jointly and severally responsible for any damage to the common areas of the building i.e. (exterior cleaning/damage, cleaning/damage to the common hallway).
10. It is our expectation that all tenants within the building do their part in maintaining a clean, well kept space for all residents to enjoy.
11. Random inspections may take place throughout lease term. Proper notice (12 hrs) will be given to tenants.

Failure to comply with any/all of the above regulations will result in damages against security deposits held as determined by the landlord/manager. Any cleaning or repair costs, as the result of tenant damages, incurred during or after lease termination will be paid by the tenant, out of the security deposit at a rate of \$50.00/hr plus materials as determined by the landlord. Any repair or cleaning costs that are subcontracted will also be deducted from the security deposit as determined by the landlord.

Tenant signature _____

Tenant signature _____

Tenant signature _____

Tenant signature _____

Landlord/Manager signature _____

Dated _____