

# Roush Rentals

707 La Crosse St. • Ofc 102 • La Crosse, WI 54601  
(608) 782-0912

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

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This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

Roush Rentals, LLC

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above.

The Owner must approve unauthorized occupants living in the premises for longer than 14 consecutive days.

### 1.2 LEASE DURATION

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The terms of this tenancy is 12 months, beginning on <<Lease Start Date>> and continuing to <<Lease End Date>>. (Note: A lease for a fixed term expires without further notice. If tenancy is to be continued beyond stated lease term, parties should make arrangements for this in advance of lease expiration.)

### 1.3 RENTS AND CHARGES

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You shall pay <<Monthly Rent>> per month for Premises and <<Monthly Charges>> The first month's rent amount of <<Prorated Rent>> shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with 5 days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: If payment is received or postmarked by the 6th day of the month when due, rent is <<Monthly Rent>> for the premises and a \$50 late fee will be applied.

Charges incurred by Landlord for Tenant's returned check or rejected electronic payment are payable by the Tenant. All Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Contract. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Contract.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

### 1.4 SECURITY DEPOSIT

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The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. We (Roush Rentals, LLC) will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. The security deposit will be refunded less any damages within 21 days after the tenancy ends. Payment of the security deposit will go to a single recipient as noted at move out for their distribution to all tenants.

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## 1.5 UTILITIES

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We'll pay for the following utilities:

- water
- sewer
- trash

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

## 1.6 INSURANCE

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We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

## 1.7 KEYS AND LOCKS

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You will be provided the following keys:

- Building entry - Mailbox
- Apartment door

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent. Duplicated keys returned at lease end shall constitute a "Loss of Keys", at which point the unit will be re-keyed at tenants expense.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

Keys will only be distributed to lease holders, no additional sets will be given.

By initialing below, you acknowledge and agree to the terms in Section 1.

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## 2. Policies and Procedures

### 2.1 TIME IS OF THE ESSENCE:

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Time is of the essence as to all dates and deadlines set in this Contract or by law, unless otherwise provided in Special Provisions. PARTIES FAILING TO PREFORM BY A "TIME IS OF THE ESSENCE" DEADLINE WILL BE IN BREACH OF THIS CONTRACT IMMEDIATELY UPON PASSAGE OF THE DEADLINE.

### 2.2 SPECIAL PROVISIONS:

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See Addendum A "Tenant Rules and Regulations Handbook- Nonstandard Rental Provisions"

### 2.3 RULES

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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 rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

## 2.4 ASSIGNMENT

Tenant shall not assign this Contract or 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.

## 2.5 INSPECTION; SECURITY DEPOSIT.

Tenant has 8 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any preexisting damage or defect. Landlord shall provide Tenant a written description of the physical damages or defects charged to the previous 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 deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Contract, subject to the exceptions described in Wis. Admin. Code & ATCP 134.06 Upon surrender Tenant shall vacate the Premises and return, or account for, any of Landlord's property held 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.

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## 2.6 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

### **Casualty Loss**

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

### **Smoke Detectors**

The Unit is equipped with smoke detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

### **Safety and Crime Free**

You or any guest or resident, shall not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

## 2.7 PETS

Pets including (but not limited to) mammals, reptiles, birds, fish, and insects are allowed only if we have so authorized in writing. No barnyard or wild animal as per Municipal Code.

You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract.

If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), and evidence remains after the move out of the animals presence, you will be charged for for de-fleaing, deodorizing, carpet cleaning and tile extraction as needed.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Responsibilities

### 3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

### 3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### 3.3 ENTRY BY LANDLORD

Landlord may enter the Premises occupied by Tenant at reasonable times upon advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without without 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 necessary to protect the Premises or the building in which they are located from damage. Tenant shall not add or change locks without obtaining Landlord's written permission AND immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks without obtaining Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access to the Premises is a breach of the Contract.

### 3.4 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. Tenants 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 deemed to have abandoned the property and landlord shall deal with it as provided by Wis. State. &704.05(5) or any written lien agreement (Nonstandard Rental Provisions)

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 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.

#### 4.2 USE; GUESTS.

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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.

#### 4.3 CODE VIOLATIONS; ADVERSE CONDITIONS.

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If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees fahrenheit in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety), these are listed under Special Provisions, or in a separate addendum to this Contract, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Contract is signed or any deposit is accepted.

#### 4.4 MAINTENANCE.

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All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under Tenant's control in a clean and as good as a general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light bulbs, fuses and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which subsequently affects the exterior appearance of the Premises of the property of which it is a part. Whichever part is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of parties' responsibilities regarding the maintenance of smoke detectors.

#### 4.5 CONTROLLING LAW.

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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.

#### 4.6 SALE OF PROPERTY

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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.

#### 4.7 AGENCY NOTICE.

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

By initialing below, you acknowledge and agree to the terms in Section 4.

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# 5. Sign and Accept

## 5.1 ACCEPTANCE OF LEASE

Landlord shall provide Tenant with a copy of this Contract and any rules and regulations. Landlord shall give Tenant a check-in sheet on or before the Commencement of this tenancy. NOTE: Signing this Contract creates legally enforceable rights. Landlord and Tenant should consult legal counsel regarding questions as to their legal rights under this contract. This Contract includes the provisions.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed