



JOINT AND SEVERAL RESIDENTIAL LEASE AGREEMENT

This Lease includes the Provisions on the reverse side, Community Policy and any attached Addenda
(PLEASE READ THIS ENTIRE DOCUMENT BEFORE SIGNING)

RESIDENT:

OWNER'S AGENT FOR MAINTENANCE, SERVICE OF
PROCESS AND COLLECTION OF RENTS:

OWNER:

«Property LLC Name»

c/o SBA Management Services

120 W. Gorham Street, Madison, WI 53703

SBA MANAGEMENT SERVICES, INC.

120 W. Gorham Street, Madison, WI 53703

608-255-7100

Resident and Owner mutually agree to the following promises, covenants, and conditions:

1. DESCRIPTION OF LEASED PREMISES. Owner leases to Resident, and Resident leases from Owner, the following (the "Premises"): Exclusive, personal residential use of a «unit_type», Unit «unit_code», (the "Unit") located at _____, WI 53____ (the "Building"). This Lease grants residential use of the defined Premises only, and only by the person(s) named as Residents above.

2. LIMITED LICENSE TO USE BUILDING COMMONS AREAS. Owner also extends to Resident, on a revocable basis, the undivided, non-exclusive limited license to use non-residential common areas of the Building, to include the lobbies, lounges, business center, hallways and laundry rooms (the "Building Common Areas"). Use of or access to rooftops, pools, clubhouses or any other areas of the building or grounds wherein the Premises are located, including parking lots, garages or ramps, is at Owner's sole discretion.

3. TERM OF LEASE. The term of this Lease (the "Lease Term") shall be the period beginning on _____, and terminating at noon on, _____ unless sooner terminated in accordance with either paragraph 8 or 9 of this Lease. This Lease shall not renew.

4. RENT. For use and occupancy of the Premises during the Lease Term, but subject to the terms timely payment requirements set forth below, Resident agrees to pay Owner the sum of \$«Total contract amount» (which includes applicable federal, state, and local taxes) (the "Rent"). Rent is due and payable in periodic installments, on or before the dates specified below (the "Due Dates") regardless of when these dates occur, including weekends, holidays, semester breaks or vacations, **with no exceptions**. Upon timely payment of each of these installments, Resident shall be entitled to occupy the Premises.

Due Date	Installment	Due Date	Installment	Due Date	Installment	Due Date	Installment

Resident shall tender all sums to the Owner's agent under this Lease. All sums shall be paid in United States currency and shall be paid in full, without demand or set off. Payment or receipt of an installment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on the account. Under no circumstances shall Owner's acceptance of a partial payment constitute accord and satisfaction. Nor will Owner's acceptance of a partial payment forfeit Owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or other writing. The Owner may accept any partial payment check with any conditional endorsement without prejudice to its right to recover the balance remaining due, or to pursue any other remedy available under this Lease. Deletions, annotations, or other modifications to documents relevant to the Lease by applicant, Resident, or Guarantor, except by Owner's written consent, and may render Lease null and void at Owner's option. **All payments will be first applied to any outstanding delinquent portions of the Rent, late fees, and other fees and charges owed by Resident and then applied to the monthly installment currently due.**

5. LATE CHARGE. Time is of the essence for all payments due under this Lease. Rent installment payments received on or after the _____ of the month shall include a late fee equal to 5% (five percent) of the periodic Rent installment. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Lease.

6. UTILITIES. This Lease addresses responsibility for the following utilities and services only. In instances where Resident is responsible for the cost of the outlined utility, Resident is responsible for establishing an account with the appropriate entity or entities for the duration of the lease term. Should Resident fail to establish an account with the appropriate entity or entities, the cost of the utility will be paid by Owner and charged back to Resident along with a \$25 per occurrence administrative fee. To the extent they are available to the Unit, the responsibility of arranging for and the cost associated with the provision of each service shall be borne by Resident or Owner as follows:

	Electricity	Heat	A/C	Natural Gas	Water/Sewer	Trash Removal	Internet	Satellite/Cable TV	Phone	Other: _____
RESIDENT										
OWNER										
Fee*										
Allocation*										
Basic +*										
N/A										

* see below

- Heat.** When it is Resident's obligation to pay for and establish heat service, it shall be maintained at a level that will prevent damage to the Premises, building in which it is located, or personal property of other Residents of the building. Resident shall be responsible for and liable for damage which may occur because adequate heat or electrical power is not maintained.
- Water Fee.** Each resident named above shall make a \$14 periodic payment contemporaneously with the rental installments for water and sewer use during the term of this Lease. This fee is per individual occupying the Unit. At no time shall the number of periodic water fees be less than the number of bedrooms in the Unit.
- Gas Fireplace.** If the Unit has a fireplace: (a) using a method reasonably selected by Owner, Owner shall periodically calculate the cost of providing gas to the Unit and bill the Unit for such cost; and (b) Resident has full responsibility for Resident's proportionate share of such cost.
- Basic Heat/A/C** is identified as the process of generating and delivering heat or cooling to the residential unit. Owner is responsible for providing and maintaining a water source heat pump loop or similar system which will provide a constant supply of heated water to the unit as well as any costs associated with the system. It will be the sole responsibility of the Resident (together with other residents of a Unit, as applicable), to pay for, through the control of an electrically powered fan and thermostat, the distribution of heat and cooling throughout the unit.

- **Allocated Heat.** Using a method reasonably selected by Owner, Owner shall periodically calculate the cost of providing gas to the Unit and bill the Unit for such cost. Resident has full responsibility for Resident's proportionate share of such cost.
- **Basic Internet** means basic high speed Internet access is furnished at no charge as part of this Lease. This is a wired connection meaning Resident will need to provide a means of connecting such as an Ethernet cable and/or router. Resident (together with other residents of a Unit, as applicable) may contract directly with Owner for upgrades or additional services. All charges associated with any upgraded or different service, including any installation, activation or cancellation charges, are the sole responsibility of the Resident(s) of a Unit obtaining such service.
- **Basic TV** means basic cable or satellite TV service is furnished at no charge to the main living room of the unit as part of this Lease. Resident (together with other residents of a Unit, as applicable) may contract directly with Provider for upgrades or additional services. All charges associated with any upgraded or different service, including any installation, activation or cancellation charges, are the sole responsibility of the Resident(s) of a Unit obtaining such service.

7. SECURITY DEPOSIT. Resident agrees to pay a security deposit in the amount of <<INSERT DEPOSIT>> which shall be due and payable upon lease signing as security for Resident's full and faithful performance and observance of the terms and conditions of this Lease and accompanying Addenda. The resident shall maintain the deposit in the full amount at all times during the term of this Lease. The Owner may use, apply, or retain all or any part of the security deposit to the extent required for: (a) reimbursement to Owner for any damage to the Unit or the Building Common Areas caused by Resident or Resident's guests; (b) unpaid rent, utility charges, parking charges or other charges which Resident owes under this Lease; (c) unpaid charges for items specifically addressed in Addendum #2 (Non Standard Rental Provisions); or (d) payment of any sum which the Owner may expend by reason of the Resident's default in respect to any of the terms and conditions of this Lease. Resident shall provide Owner with written notice of Resident's forwarding address upon move out. If the Resident complies with all the terms and conditions of this Lease, the security deposit shall be returned, less any amounts legally withheld in accordance with Wis.Stat.s.704.28(4).

8. ABANDONMENT. If Resident abandons or vacates the Premises before the expiration of this Lease, Resident shall remain fully liable for all rent due under this Lease through the last day of the Lease term and all other amounts for which Resident is liable under this Lease. Upon abandonment of Premises by Resident, Owner will take reasonable steps to re-rent the Premises that is subject to this Lease after all other equivalent premises in the Building have been rented and assigned, and Resident will be responsible for any expenses incurred by Owner in attempting to re-rent the Resident's Premises. Any net rent received by the Owner from a re-rental of the Premises over-lapping the Resident's lease term shall mitigate the Resident's obligation. If Owner is unable to re-rent the Premises after all other equivalent premises in the Building have been rented and assigned, Resident will be liable to the Owner for all rent, utilities, and fees due until the original expiration date of this Lease. If Resident is absent from the Premises for three consecutive weeks without written notice of such absence to Owner, Owner may consider the Resident to have abandoned the Premises. Notwithstanding any contrary provision in this Lease, Owner's rights and remedies under this paragraph 8 shall be in addition to any other contractual, statutory, administrative, or common-law rights and remedies available to Owner.

9. DEFAULT. If Resident is in default under this Lease and such default is not cured within five days after Owner has given written notice of the default to the Resident, Owner shall have the right to terminate Resident's right to possession of the Premises and Resident shall peacefully surrender the Premises to the Owner. No such termination by Owner shall relieve Resident of Resident's liability and obligation under the Lease, and such liability and obligations shall survive any such termination. In the event of such termination, however, Owner shall retain the security deposit and Resident shall be liable to Owner for the payments of the Rent due under the Lease until the Premises are leased to a substitute resident. Default on the part of the Resident shall include (but is not limited to) the following:

- A) Delinquency in the due and punctual payment of any rent, rent installment, or other payment required, or as adjusted under this Lease;
- B) Disorderly or illegal behavior on the part of the Resident, Resident's agents, guests, or invitees within the Unit or the Building Common Areas;
- C) Tampering with or otherwise damaging or destroying any elevator(s) or life safety equipment (including but not limited to exit signs, fire extinguishers, fire alarms, and smoke detectors) or accessories;
- D) Any instance or combination of instances during the Lease Term in which Resident or Resident's agents, guests, or invitees damage the Bedroom, the Unit, or the Building Common Areas, or owner-provided furnishings or other property such that cumulative repair costs for such instances exceed \$100;
- E) Violation of any of the Community Policy/Addenda made by Owner whether now in existence or as they may be amended in the future.

10. ASSIGNMENT. Resident shall not assign this Lease without prior written consent of Owner. Rules and procedures for sub-leasing the Premises are set forth in the Community Policy.

11. COMMUNITY POLICY. Resident agrees to comply with the Community Policy made by Owner with respect to the Unit(s) and Building Common Areas. Resident acknowledges receipt of a copy of the Community Policy that is incorporated by reference into this Lease and expressly made part hereof. Any reasonable alterations, additions, or modifications to the Community Policy, as Owner may make from time to time, and after proper notice, shall likewise be considered part of this Lease with the same force and effect as though written in it.

12. RIGHT OF REFUSAL. Until Owner has executed this Lease, Owner shall have the unrestricted right to refuse acceptance of Resident for any reason. Such refusal shall not be based, however, on Resident's race, religion, sex, national origin, or other protected class. If Owner refuses to execute this Lease, Owner shall refund to Resident any security deposit and previously paid rent.

13. TIME OF THE ESSENCE. Time is of the essence of this Lease and of each and every term and condition in it.

14. NON-WAIVER. The failure of the Owner in any one or more instances to insist upon strict performance of any term or condition of this Lease, or to exercise any right conferred by this Lease, shall not be deemed a waiver or relinquishment of any right or remedy that the Owner may have, and shall not be deemed a waiver of any subsequent breach of any term or condition of this Lease.

15. GUARANTOR(S). This Lease ☐ requires OR ☐ does not require (check only one) that each resident have a Guarantor approved by Owner. If this Lease requires each resident to have a Guarantor: EACH RESIDENT GUARANTOR SHALL COMPLETE AND SIGN A CONTINUING GUARANTY ADDENDUM, WHICH IS HEREBY INCORPORATED INTO AND ATTACHED TO THIS LEASE AND SHALL RETURN THIS DOCUMENT TO STEVE BROWN APARTMENTS WITHIN TEN DAYS OF THE INITIAL SIGNING OF THIS LEASE, OR THIS LEASE MAY BE RENDERED NULL AND VOID AT OWNER'S OPTION AND THE PREMISES MAY BE RENTED TO OTHER PARTIES.

16. RELEASE OF OWNER. Except to the extent of liability (if any) for property damage or personal injury caused by negligent acts or omissions of Owner: (a) Owner is not responsible for any injury, property damage or loss sustained by, or caused by, Resident or Resident's guests; and (b) Resident expressly waives all claims against Owner for any such injury, damage or loss. Resident agrees to release Owner from responsibility and indemnify Owner for any damage, loss or injury caused by any other person occupying the Bedroom and/or Unit, or by Owner or damages which result from any Resident's acts or failures to act; provided, however, that the foregoing shall not be construed as imposing liability on Resident for: (i) personal injury arising from causes clearly beyond Resident's control; and (ii) property damage caused by natural disasters, or by persons other than Resident or Resident's guests or invitees. Clauses (i) and (ii) in the immediately preceding sentence are not intended to affect ordinary maintenance obligations assumed by Resident under this Lease.

17. SPECIAL PROVISIONS:

18. OTHER CONDITIONS. OWNER AND RESIDENT AGREE THAT THIS LEASE ALSO CONTAINS THE TERMS, COVENANTS, AND CONDITIONS PRINTED WITHIN THE COMMUNITY POLICY CONTAINED IN THE ATTACHED DOCUMENT AND ANY OTHER ADDENDA. RESIDENT SPECIFICALLY ACKNOWLEDGES HAVING HAD THE OPPORTUNITY TO INSPECT A COPY OF THIS LEASE AGREEMENT, OWNER'S COMMUNITY POLICY AND ANY OTHER ADDENDA BEFORE TENDERING ANY MONEY OR SIGNING ANY LEASE AGREEMENT.

19. JOINT AND SEVERAL LIABILITY. IT IS UNDERSTOOD AND AGREED THAT ALL RESIDENTS, IF MORE THAN ONE, ARE JOINTLY AND SEVERALLY RESPONSIBLE AND LIABLE FOR THE PERFORMANCE OF ALL THE TERMS, CONDITIONS AND AGREEMENTS SET FORTH IN THIS LEASE AND ATTACHED ADDENDA, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF RENT AND PARKING FEES (REFER TO PARKING ADDENDUM FOR APPLICABLE PARKING COSTS).

NOTE: Signing this Lease creates legally enforceable rights. Owner and Resident understand their rights and obligations under this Lease are subject to state statutes and rules (including Chapter 704. WI Statutes, WI Administrative Code Chapter AG 134), and local ordinances.

PART 2 – COMMUNITY POLICIES:

THIS ADDENDUM IS INCORPORATED INTO THE LEASE BETWEEN THE PARTIES. FAILURE TO ADHERE TO TERMS CONTAINED HEREIN MAY BE CONSIDERED A BREACH OF THE LEASE.

1. RENT PAYMENTS. Rent will be considered PAID only when received by Owner. Late payments are subject to a late fee as set forth in the Lease. Checks should be made payable to SBA Management Services, Inc and should be delivered or mailed to: **[120 West Gorham Street, Madison, Wisconsin 53703]**. In the event any payment is made by a check or electronic funds transfer that is returned unpaid, Owner may require Resident to make future payments by certified funds. Checks or electronic funds transfers returned by the bank as NSF or for ANY reason will be assessed a \$50 fee, and all applicable late fees. Owner shall provide a receipt for cash payments of Rent. Resident shall pay late fees and any other charges due (damages, NSF fees, parking, service and administrative fees) as they occur. Unpaid fees and charges will be deducted from the security deposit resulting in a delinquent account. Owner takes no responsibility for processing post-dated checks or for any fees to Resident that may be caused by processing post-dated checks. Post-dated or NSF checks are considered non-payment and as such, are subject to handling fees as set forth in this Lease. Legal action to collect delinquent amounts may commence on any day of any month.

2. SMOKE DETECTOR, FIRE EQUIPMENT AND ELEVATOR. It shall be the responsibility of the Resident during the term of this Lease to inform Owner in writing of any malfunction of any smoke detector, including the need for a new battery. Upon discovery that a smoke detector in the Premises requires maintenance, Resident agrees (1) to provide immediately any maintenance necessary to make that smoke detector functional or (2) to provide Owner immediately with written notification of the required maintenance. Intentionally sounding an alarm (except in an emergency situation) or tampering with any fire equipment (extinguishers, smoke detectors, hoses, hose cabinets, exit signs, elevators etc.) is a criminal offense, and violators will be subject to eviction, civil and/or criminal prosecution. Tampering with or misusing elevators, including falsely sounding the alarm bell, forcing the doors (to open or close) or otherwise hindering or limiting elevator operation is extremely dangerous and is a criminal offense. Any Resident, Resident guest, or other person misusing or tampering with any elevator will be subject to fines, immediate eviction, civil and/or criminal prosecution.

3. LOCKS AND KEYS. Fire and safety regulations, as well as this Community Policy, specify that the Resident not change or re-key door locks or install additional locks on any exterior or interior doors. Owner may, without notice or liability, remove any unauthorized locks and make necessary repairs at Resident's expense. Any Resident locked out after hours (after 5:00 PM on weekdays or on weekends or holidays) will be assessed a minimum \$75.00 trip charge plus \$45.00 per hour labor charge (one-hour minimum) on the rental account. A Resident may not gain entry by breaking into the Premises or by otherwise damaging the Premises or building. If any Resident loses a key at any time during the course of the Lease, the lock will be immediately changed or re-programmed at a minimum charge of \$65.00 per lock plus \$5.00 per key. If the number of keys returned at the end of the lease term is not equal to the number of keys issued during the course of the Lease, the locks will be changed or re-programmed at a minimum charge of \$65.00 plus \$5.00 per key. Unauthorized copying of keys is prohibited. No person other than a named Resident shall be issued a key or access card to the Premises. "Key" shall be defined as a mechanical key, electronic key card, key fob or any device that gains access to the property or unit and bedrooms.

4. CHECK IN. Resident shall, within seven days of occupancy of the Premises, inspect the Premises and have returned to the Owner a completed Check-In/Check Out form, detailing any defects or repairs needed within the Premises. The consequence of not returning the Check-In/Check-Out form is that the Owner will then assume that there were no deficiencies in the Premises at the time of occupancy.

5. REPAIRS. Owner shall keep the Premises and the Building in good repair. Resident is responsible for minor repairs including, but not limited to, light bulbs, fuses, and clogged toilets. Repairs that are required to protect the health and safety of the Resident will be performed at the earliest practical time. Owner is not responsible for completing repairs by a specific date when unusual circumstances, or acts of the Resident, prevent such completion. All requests by Resident for non-emergency maintenance services shall be considered both authorization and receipt of proper notice to enter the Premises and make repairs. After-hours maintenance requests must be a life or property threatening emergency; non-emergency after hours (after 5:00 PM on weekdays or on weekends or holidays) maintenance requests will be assessed a minimum \$75.00 trip charge plus \$45.00 per hour labor charge (one-hour minimum) on the rental account.

6. APARTMENT CONDITION AND CLEANING. Resident shall keep the area in and around the Premises in a clean and habitable condition and in good repair, normal wear and tear accepted. If Premises are kept by Resident in an unsanitary condition that renders the Premises, the Building, and other residents susceptible to health hazards or pest infestation, these conditions will be documented and corrective measures will be taken by the Owner. The Resident shall be responsible for material costs and labor costs of no less than \$45.00 per labor-hour for these corrective measures. The Premises and the Building fire exit doorways shall be kept clear at all times. Resident may clean the inside of the windows of the Premises; however, Owner is not responsible for window cleaning. Owner is responsible for one functional telephone line and jack per Unit, but not the monthly cost. The Resident shall pay the cost of any additional telephone installations, service, or modifications. Additions or alterations of wiring are prohibited without written consent of the Owner. Resident shall not alter, redecorate, cause any contractor's lien to attach to the Premises, or paint any portion of the Premises without written consent of Owner. Resident shall not affix any object(s) to the exterior of the Building (e.g. satellite dishes, wiring of any sort, advertising banners or political signage), nor shall Resident display any type of signage in windows of the Premises. Any citation or fine, which may be assessed for violations of City or Wisconsin health, safety or recycling/refuse codes, which are issued or assessed because of the actions or inactions of Resident, shall be paid by Resident. Any violation of this community policy may be subject to a \$200 penalty charge per occurrence.

7. FURNISHINGS. In instances where owner has provided furnishings, Resident assumes full responsibility for all Furnishings provided by owner and agrees to return them to Owner at the expiration of the Lease Term in like condition as when received, excepting normal wear and tear. Resident shall be responsible for any loss, breakage, or other damage of Furnishings. Resident is responsible for returning all Furnishings to their original position in the Premises prior to checkout at the end of the Lease Term. No Furnishings shall be moved outside the Unit. A \$50 charge or replacement cost (whichever is greater) will be assessed to Resident for each item of Furnishings that is not returned to its proper place or is damaged. Waterbeds and lofts are not allowed in the Premises.

8. DAMAGES. Payment for repairs or damages caused by Resident, or guests or invitees, during the Lease Term, normal wear and tear excepted, shall be the responsibility and liability of Resident. Upon being billed by Owner, Resident shall make payment no later than the next rental payment due date.

9. PEST CONTROL. Resident agrees to allow Owner, without interference, to engage in chemical and mechanical pest control measures within the Premises and the Building and grounds wherein the Building is located. In the event a pest infestation is caused by actions of the Resident including but not limited to failure to report a pest problem in a timely manner or failing to follow instructions with regards to containing or treating a pest problem, Resident may be responsible for the cost of corrective pest control measures.

10. BUILDING COMMON AREAS. No furniture may be removed from any Building Common Areas. Missing Building Common Area furniture is presumed stolen and reported to authorities as such by Owner. Any Resident who removes Building Common Area furniture, or who has Building Common Area furniture in their Unit, will be charged \$200, and may be subject to further disciplinary action. Damage to common areas will be assessed to those responsible. If the perpetrator(s) are identified, the damage will be assessed equally to individuals involved. Resident agrees to pay Owner for all repairs

made necessary as a result of misuse, neglect, carelessness, misconduct or fault of Resident or Resident's guests to furnishings, premises of property, such charges are due and payable as they occur.

11. CONSIDERATION OF NEIGHBORS AND STAFF. Resident shall observe and comply with all aspects of this Community Policy and agrees not to create or maintain a nuisance or other disturbance that infringe upon the comfortable living or working conditions or privacy of other residents or staff. Resident further agrees to not engage in retaliatory behavior against any neighbor, guest, or staff member who makes any complaint about the Resident. Resident agrees that behavior on the part of Resident that violates any terms of this Community Policy is grounds for a disturbance fee of \$200 to be charged to the rental account per occurrence and/or termination of the Lease by Owner.

12. RIGHT TO ENTRY. Upon at least 24 hour advance notice to Resident, Owner and its agents and employees shall have the right to enter the Premises to inspect, repair, or otherwise maintain the Premises; for housekeeping, maintenance or other management purposes with respect to the Bedroom or the Unit; or to perform any work or other necessary repairs as may be determined as a result of any inspection of the Premises. Owner may enter without advance notice if (a) any of the residents request or consent to a proposed entry, (b) a health or safety emergency exists, or (c) Resident is absent and Owner reasonably believes entry is necessary to protect the Premises from damage.

13. SOLICITATION. Solicitation and/or canvassing of any kind, without the prior consent of Owner, are not permitted in the Premises or in or about the Building. Residents are requested to notify Owner if they observe any solicitation or canvassing.

14. USE OF PREMISES. Resident shall use the Premises for residential purposes only. Resident shall not use the Premises or any part of the Building for any commercial or business purpose. Resident shall use and occupy the Premises and the Building in compliance with all applicable local, state and federal laws, and any rules and regulations of any governmental board having jurisdiction over the Building. Resident shall not use or keep in or about the Premises or Building: handguns, firearms, or weapons of any type; explosive, flammable or hazardous substances; or anything that would adversely affect coverage by any insurance policy.

15. USE OF WINDOWS, SCREENS. Resident shall not place anything whatsoever on the outer windowsills or ledges, or display, post or erect anything on the windows themselves or about the Premises or in the Building except in designated areas. Window screens may not be removed under any circumstances. Each and any time a window screen is removed or missing, the Resident(s) will be charged as a penalty \$200. Any Resident who throws any object from a window, balcony or roof may be subject to a \$375 penalty, immediate eviction, civil and/or criminal prosecution.

16. POSTING. No posters, staples, memo boards, decals or other materials are allowed on any doors, cabinets or furnishings in the Building Common Areas. Residents are responsible for damages relating to affixing any object to any ceiling, wall or door area in their Premises.

17. PERSONAL PROPERTY AFTER VACATING PREMISES. Owner shall have the right to dispose of personal property left in and about the Premises after Resident vacates the Premises, in accordance with Wis.Stat.s.704.05(5). Resident shall be charged \$45 an hour for disposal of property left in the Premises or the Building.

18. STORAGE. Resident acknowledges that the Premises are limited to the interior dwelling unit only and that any items stored in hallways, basements, or other Building Common Areas, or outside the Building may, without notice, be removed and disposed of by Owner and Resident releases Owner from any liability in conjunction therewith. Furnishings that Resident requests Owner move into or out of the Premises after the commencement of this Lease may be moved at the Owners discretion and at a charge of \$45 per item. Bicycles are not allowed in the Premises or the Building Common Areas. Resident must store a bicycle in designated locations only. Any Resident who leaves a bicycle in a Building Common Area will be charged as a penalty \$200 for each offense.

19. BALCONIES. Resident acknowledges and agrees that the balconies are not to be used as storage. Only non-upholstered, single seat furniture can be put on the balconies. Bicycles, couches, grills, kegs, satellite dishes, trash, banners, towels (hanging items of any kind), posters, etc. are strictly prohibited. No materials of a flammable or combustible nature will be utilized or stored on the exterior balcony. Resident agrees to comply with reasonable requests made by Owner to immediately remove unauthorized items from the balcony and the Owner may remove unauthorized items from the balcony. Any Resident who throws any object from a window, balcony or roof may be subject to immediate eviction, and civil and/or criminal prosecution. Resident acknowledges that behavior that violates the terms of this Community Policy is grounds for a fee of \$375 per occurrence to be charged to the rental account and/or termination of the Lease by Owner, eviction and other charges.

20. SLEEPING IN COMMON AREAS. Floor lounges, study rooms, lobbies, recreation rooms and other Building Common Areas may not be used for overnight sleeping.

21. GUEST/INVITEES. Resident is responsible for the conduct and actions of Resident's guests and invitees, while such guests and invitees are present in the Building. From time to time, Owner may require that Resident's guests and invitees present valid identification before being allowed entry to the Building and may restrict access by guests. Resident shall limit simultaneous guests to a number that is appropriate for the safe use of the Premises and Building, in the reasonable determination of Owner. Unauthorized occupancy by any person(s) not named on the Lease shall be considered an unauthorized sublet (as set forth in section 26 below), and may be considered a breach of the Lease.

22. ILLEGAL DRUGS OR SUBSTANCES. The possession, use, and/or distribution of illegal drugs or substances are strictly and absolutely prohibited in or around the Bedroom, the Unit or the Building Common Areas. Violators of this rule are subject to immediate eviction, civil and/or criminal prosecution. For purposes of this section, Owner's receipt of complaints from other Residents or employees shall be evidence that the Resident has violated the foregoing restrictions. Owner herewith notifies Resident of its zero tolerance policy for violations of this rule.

23. KEGS. Kegs of any size are prohibited within the units, balconies and grounds. Resident acknowledges that the possession of a keg is in violation of this policy and grounds for a fee of \$500 per keg to be charged to the rental account.

24. LAUNDRY ROOM. Articles left in laundry rooms or other Building Common Areas for more than 12 hours may be disposed of by Owner. Residents are responsible for safeguarding their laundry cards. In the event of a lost or stolen laundry card, replacement cards can be issued by Owner for a fee of \$35 per card.

25. PARKING. Parking is by permit only in specified areas. Residents wishing to park motor vehicles on Owner property must first enter into a parking Addendum with Owner. Residents that have a fully executed parking Addendum must display a parking permit in their vehicle as designated in the parking Addendum. There is a fee for each replacement parking permit, tag or electronic opener as noted on the parking Addendum. Owner shall not be liable for any damage or loss to Resident's motor vehicle or its contents.

26. SUB-LEASING. All Sub-Lease Agreements must be made by completion of a form approved by and submitted to the Owner. Sub-Leases are an uninterrupted continuation of the term of this Lease; as a condition of a Sub-Lease, no assessments or inspections by Owner shall be made, no changes to any furniture provided by Owner shall be made, nor shall any cleaning or promises to improve or repair be made by Owner. No Resident under this Lease will be released, by admittance of Sub-Lessees to the Premises, from obligations set forth in this Lease. Proposed sub-lessees must submit to the resident application process and meet the standards required of all potential residents; approval of and permission for sub-leasing shall not be unreasonably withheld. Upon applicant approval, the Sub-Lease Agreement must be signed by all Residents, sub-lessees, and Owner to be valid. A \$175 fee must be paid by Resident to cover the cost of administration processing, applications processing and Sub-Leases. Anyone occupying the Premises who is not a signer to the original Lease or a valid Sub-Lease Agreement will be considered a trespasser. The security deposit paid by the original Resident shall be held by Owner for the full term of the original Lease. No other security deposit shall be accepted by Owner. Resident shall pay a \$500.00 fee for unauthorized subleasing, without affecting the Owner's right to proceed against the Resident for having an unauthorized resident.

27. TRASH AND RECYCLING. Each Resident is responsible for putting trash in the proper trash containers. Resident shall comply with the local recycling ordinance. Any Resident who does not comply with the ordinance or who leaves, dumps, or disperses garbage in the hallways, elevator, parking area, driveway, yard, sidewalk or anywhere other than the appropriate trash receptacle shall pay Owner a minimum \$200 charge per incident. The Resident shall also pay any fines imposed by any governmental agency as result of the Resident's acts.

28. CONDITIONS AFFECTING HABITABILITY. The Premises and the Building IS NOT currently cited for un-corrected building or housing code violations. If within the Premises or building any of the following conditions exist, this information will be listed on a separate addendum: no hot or cold running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical systems or hazardous conditions. Owner shall show copies of any uncorrected code violations to the Resident before this Lease is signed or any deposit is accepted.

29. CHECK-OUT APPOINTMENT. Resident agrees not to vacate the Premises without first contacting Owner.

30. LEASE EXPIRATION. Occupancy is deemed to be concurrent with Lease Term unless Owner is notified by Resident in writing of Resident's early vacation. Resident understands that this Lease expires at NOON on the last day of the Lease Term. Premises must be vacated, and the checkout appointment completed with all keys, garage door transmitters, parking tags and laundry cards returned to the Owner at this time. Resident must provide Owner with a forwarding address. Failure to vacate the Premises in timely fashion shall, by Wisconsin law, result in a minimum charge to the Resident, pro-rated daily, of double the daily rent, plus actual costs incurred by Owner to temporarily house or relocate other displaced resident(s), as a result of Resident's holding over. This charge may be waived only with the prior written approval of Owner.

31. FUTURE REFERENCES. Resident should be aware that Owner may be contacted by other property owners for future housing and credit references. Our references will be based on our contacts and rental experience with the Resident.

32. PETS. Pets ARE NOT permitted without prior authorization of Owner. Residents shall pay a penalty of \$500 per occurrence of an unauthorized pet being found in the Premises. Special Provisions relating to pets, if any, are set forth in a Pet Addendum.

33. SMOKING. Smoking is prohibited in the common areas of the Building including, but not limited to, lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto. Smoking is prohibited within 30 feet of any entrance/exit to the facility.

34. RENTER'S INSURANCE. Owner is not responsible for any damage to Resident's personal property. Resident agrees to obtain, from an insurance company licensed to do business in Wisconsin, a policy of renter's insurance to protect Resident's personal property. The policy shall have a minimum limit of liability for bodily injury and property damage of \$100,000. Resident shall maintain such insurance in force during the entire term of the Lease. Failure by Resident to comply with this provision of the Community Policy shall be considered a Default under the Lease.

35. SEVERABILITY AND READJUSTMENT. If any provision of the Lease or the Community Policy, or any remedy herein provided, is determined by a court of law to be invalid, then such provisions shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and, so adjusted, shall be deemed a provision of this Lease as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be readjusted, such provision shall be invalid and deemed omitted from this Lease. In either case, the remaining provisions of this Lease shall remain in full force and effect.

36. ENTIRE AGREEMENT. Resident expressly understands and agrees that this Lease contains the entire agreement between Owner and Resident and that Owner is not and shall not be bound by any representations, agreements or promises, whether oral or written, not contained in this Lease and the Community Policy. The Lease and this Community Policy may not be modified orally.

37. NOTICE OF DOMESTIC ABUSE PROTECTIONS. 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.

C) 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.

D) 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.

AGENCY NOTICE: Resident understands that Owner's agent is an employee of SBA Management Services, Inc. and is representing the Owner's interests and in that capacity owes duties of loyalty and faithfulness to the Owner. However, the agent is obligated to treat all parties fairly and in accordance with Fair Housing laws and standards.

PART 3 – NON-STANDARD RENTAL PROVISIONS (ADDENDUM 2)

THIS DOCUMENT IS HEREBY INCORPORATED INTO AND MADE PART OF THE LEASE.

A. CHECK-IN/CHECK-OUT FORM

_____ Resident(s) acknowledges receipt of the combined check-in/check-out form, and agrees to complete and return the form to Owner within seven (7) days of occupancy of the leased Premises.

B. SECURITY DEPOSIT WITHHOLDING

In addition to the standard security deposit deductions allowable under ATCH 134.06, the landlord may deduct the following items from the security deposit, if not paid by Resident(s) by the end of the Lease Term.

_____ 1. Unpaid late fees as specified in this Lease and/or Community Policy; Actual, unpaid service charges, filing fees, and process service charges related to collection efforts for any past due rental account; Unpaid trash fines; Unpaid Community Violation fines; Unpaid furniture fees (if applicable); Unpaid administrative fees incurred during the application and lease-signing process; Unpaid fees for checks returned from the bank not negotiated.

_____ 2. Unpaid parking rent; Unreturned parking permits, electronic garage door openers or garage access cards. Parking permits and garage door opener must be returned by noon on the last day of the lease term or the cost thereof will be deducted from the security deposit.

_____ 3. Unpaid water/sewer fees, or other usage fees for utilities or allocated services payable to Owner as contracted in the Lease, to include electricity, gas, internet, cable TV and telephone.

_____ 4. All costs related to carpet cleaning as a result of unusual damage caused by resident abuse, and all costs related to returning all other flooring material (wood, ceramic tile, linoleum/vinyl etc.) to an "as received" or "subsequently improved" condition, normal wear and tear accepted. This may include, but is not limited to, professional cleaning to remove stains and professional repair and/or replacement of flooring due to non-removable stains, tears and deep scratches, burns or odors caused during the term of this Lease.

_____ 5. All costs related to wall repair and painting as a result of unusual damage caused by resident abuse, and all costs related to returning wall material and paint to an "as received" or "subsequently improved" condition, normal wear and tear accepted. This may include, but is not limited to, drywall damage due to holes, knicks, scrapes; paint repair and prep due to the use of adhesives that cause damage; if the paint color was changed by Resident, the costs to return the paint to the original color; and other damage beyond normal wear and tear caused during the term of the lease.

_____ 6. Cleaning, repair and repainting costs related specifically to pet damage and pet odor. Any unpaid fee for any unauthorized pets found in the Premises.

_____ 7. Unpaid fee for any unauthorized Sub-Lease. The processing fee for authorized Sub-Leases (those that use SBA Management Services forms and are signed by the Owner) will also be deducted from the security deposit if not paid at the time the Sub-Lease is signed.

- _____ 8. Damage caused by failure of Resident to report or repair an on-going problem or condition within the premises (e.g. leaking plumbing that subsequently damages walls or flooring).
- _____ 9. Unpaid fines for violations of health or safety codes, trash or recycling ordinances, or labor charges for trash separation and removal by SBA Management Services employees.
- _____ 10. Labor charges related to after-hours non-emergency maintenance requests.
- _____ 11. Cost of storing and/or disposing of personal property remaining in the apartment or on building premises after the Resident vacates. All items requiring additional disposal fees will be charged accordingly.
- _____ 12. Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes, including, but not limited to, advertising costs, rental commissions, sublet fees, and/or showing fees.
- _____ 13. Charges for re-keying or changing locks, or replacing keys or access cards (including laundry cards) if all such keys are not returned at the end of the tenancy; unpaid charges for replacement keys and/or re-keying during the term of the tenancy, as a result of the loss of keys by Resident or other circumstances caused or created by the Resident, or as a result of a request for re-keying or keys by the Resident.
- _____ 14. Resident understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage or odor, related cleaning, painting, or other damages within the unit. This liability extends to whatever work becomes necessary as a result of smoking inside the unit.
- _____ 15. Repayment of any promotional offers or rental incentives/concessions extended to Resident.
- _____ 16. It is agreed and understood that labor cost, per labor-hour, deducted from the security deposit, either for cleaning or repair work, will be charged at a minimum of \$45 per labor-hour, whether contracted to an outside party or performed by an employee of SBA Management Services. Total labor and material costs will vary according to task; there are no fixed charges. Estimates of or receipts for charges will be provided with security deposit settlements.

PART 4 – RETURN OF SECURITY DEPOSIT (ADDENDUM 4)

The Residents below have signed a Lease and shall pay a security deposit in the amount of \$ _____. SBA Management Services will hold the security deposit to ensure faithful performance of all Resident obligations under this Lease.

The security deposit, less any amounts legally withheld, will be returned in accordance with Wis.Stat.s.704.28(4). If any portion of the deposit is withheld, Owner will provide, with the Security Deposit Settlement statement, an itemized account describing any damages and specifically detailing amounts withheld. Deductions will be made in accordance with applicable local, state and federal laws and Addendum #2. Failure to return the deposit and/or provide a written accounting in accordance with applicable laws will result in the waiver of any claim by Owner against the deposit.

The balance of the deposit remaining after settlement will be returned by ONE CHECK made payable to:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

If no name and address is provided above, the check will be made payable to all named Residents. The check will be mailed to a forwarding address provided by Resident prior to vacating premises, or last known address (if none given, the check will be mailed to the Leased Premises). If it is necessary to issue a replacement check due to Resident failure to provide a correct forwarding address, correct payee information, or for any other resident-requested reason, a \$50 replacement check fee shall be deducted from the security deposit prior to re-issuance.

THE SECURITY DEPOSIT SHALL NOT BE APPLIED TO ANY MONTH'S RENT DURING THE LEASE TERM. ATTEMPTED CONVERSION BY RESIDENT OR BY RESIDENT'S GUARANTOR OF THE SECURITY DEPOSIT TO ANY INSTALLMENT OF RENT IS A BREACH OF THE LEASE AND, WITH OTHER POSSIBLE ACTION TAKEN, THIS WILL BE NOTED IN ANY REFERENCE GIVEN REGARDING RESIDENT PERFORMANCE.

PART 5 – REQUIREMENT OF LIABILITY INSURANCE (ADDENDUM 9)

1. Acknowledgments Concerning Liability Insurance. Resident acknowledges all of the following:

- Owner's property and liability insurance does not protect Resident or Resident's guests or invitees against loss or damage to personal property, or cover Resident's liability for loss or damage caused by the actions of Resident or Resident's guests or invitees.
- Resident may be liable to Owner and others for loss or damage caused by the actions of Resident or Resident's guests or invitees.
- Section 34 of Addendum #1 (Community Policy) requires Resident to maintain a renter's or liability insurance policy, which provides limits of liability in an amount not less than \$100,000.
- Liability insurance does not protect Resident against loss or damage to Resident's personal property. It is Resident's responsibility to ensure that Resident maintains renter's insurance that adequately covers Resident's personal property.
- Owner's Management Agent has informed Resident of an insurance program that provides Resident with an opportunity to purchase renter's insurance and/or liability insurance policies from ResidentShield™. If Resident has any questions regarding ResidentShield, Resident should contact ResidentShield directly by calling 1-800-566-1186 or visiting www.ResidentShield.com. **Resident is under no obligation to purchase Resident's required insurance through ResidentShield. ResidentShield is not owned or operated by Owner or Owner's Management Agent. The employees of Owner and Owner's Management Agent are not licensed insurance agents.**

2. Evidence of Insurance Coverage.

- Resident is encouraged to contact ResidentShield regarding purchasing a renter's insurance and liability insurance policy. Until such time as Resident provides the evidence of insurance described in Section 2(b) below, Resident agrees to pay an additional \$13.00 per month to Owner in connection with Owner adding Resident as an "additional insured" to an insurance policy maintained by Owner. Resident agrees to provide any information and other cooperation needed for claims to be made under such insurance policy. Resident understands that: (i) the liability coverage provided by this insurance policy may be less extensive than a personal liability insurance policy or the liability coverage afforded to the "tenant" by a renter's insurance policy; and (ii) this insurance policy does not include any property insurance for Resident's personal property (see Section 1(d) above).
- Prior to move-in or at any time during the Lease Term, Resident may, on a going forward basis, opt out of the additional monthly amount described in Section 2(a) by providing Owner's Management Agent with written proof that Resident has purchased renter's or liability insurance from ResidentShield or another insurance company licensed to do business in Wisconsin. Such evidence must indicate that Owner's Management Agent has been named as an "interested party" on the insurance policy so that Owner's Management Agent will receive notices of the policy's pending cancellation or actual cancellation. If during the Lease Term, Owner's Management Agent has any reason to believe that Resident's insurance has been cancelled or expired, Resident shall again be required to pay the additional monthly amount in Section 2(a) until Resident provides Owner's Management Agent with evidence of replacement insurance that satisfies the requirements of this Section 2(b).

3. Subrogation Allowed. Resident and Owner agree that subrogation is allowed by all parties.

The undersigned have read and understand the Lease, Community Policy, Non-standard Rental Provisions (Addendum 2), Return of Security Deposit (Addendum 4), and Requirements of Liability Insurance (Addendum 9) stated above. **Residents acknowledge that their initials next to each paragraph confirm that the Owner has identified and discussed each of the above provisions with the Residents**

IN WITNESS WHEREOF, THESE PARTIES HAVE EXECUTED THIS LEASE AND ACCOMPANYING ADDENDUMS.

RESIDENT:

_____	_____
(Resident's signature)	(Date)
_____	_____
(Resident's signature)	(Date)
_____	_____
(Resident's signature)	(Date)
_____	_____
(Resident's signature)	(Date)
_____	_____
(Resident's signature)	(Date)
_____	_____
(Resident's signature)	(Date)

GUARANTOR:

_____	_____
(Guarantor signature)	(Date)

AGENT FOR OWNER:
SBA Management Services, Inc.

By: _____

(Date)

Print Name: _____