Smart Asset Management LLC

200 W Main St • Waukesha, WI 53186
(262) 232-8738

1. RESIDENTIAL RENTAL AGREEMENT

1.1 RESIDENTIAL RENTAL AGREEMENT

1. This Residential Rental Agreement for the Premises identified below is entered into by and between Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

   Tenant - Evan L. Pena

   Additional occupants under the age of eighteen (18) residing in the Premises:

   Other Occupant

   Co-Signer - stacey J. pena

   Landlord: B&C World LLC

   Premises:
   1235 Michigan Ave. - Unit 3 (Upper Right)
   South Milwaukee, WI 53172

Term
For a term of - 7 months

Beginning - 12/23/2025 12 pm CST
Ending - 07/31/2026 12 pm CST

NOTE: *An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.* *See section labeled "Notice to Vacate".*

1. Tenant agrees to pay the following amounts -
   Rent $ $895.00
   Total Monthly Charges

Rent Income	$895.00
Insurance Services	$19.95
Pet Rent Income	$100.00
Total:	**$1,014.95**

   Total Monthly Charges to be received by the 1st day of each month. If rent is received after the 5th day, Tenant shall pay a late fee of $50.
2. **Rent:** made payable to Smart Asset Management LLC at 200 W. Main St. Waukesha, WI. 53186
3. **Agent** for collection of rent Smart Asset Management LLC at 200 W. Main St. Waukesha, WI. 53186. Phone 262- 232 - 8738. Email - Info@Smartassetrealty.com
4. **Agent** for service of process Smart Asset Management LLC at 200 W. Main St. Waukesha, WI. 53186. Phone 262- 232 - 8738. Email - Info@Smartassetrealty.com

5. **Agent** for management and maintenance Smart Asset Management LLC at 200 W. Main St. Waukesha, WI. 53186. Phone 262- 232 - 8738. Email - Info@Smartassetrealty.com
6. Rent may be paid by the following methods: Money Order, Certified or Cashier's check, ACH. and personal check, unless otherwise specified by the Landlord/Agent.
7. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant.
8. All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement.
9. Tenant shall pay all utility charges that are separately metered per unit or subject to cost allocation as outlined below. Tenant shall initiate the transfer of individually-metered utilities into Tenant's name no later than the next business day after signing Lease."

   For shared meters, the charges for water will be billed back to the Tenant in a separate monthly bill using the Ratio Utility Billing System (RUBS). RUBS calculates each Tenant's portion of the total water bill based on the total building(s) estimated size, the approximate square footage of each apartment, and the total number of occupants in the building.

   Any fees associated with utility bill payments such as credit card processing fees or check fees will be included in the total bill amount. A copy of each monthly bill and the total computation will be made available at the Manager's office for review.

Utility Charges	Electric	Unit Gas	Heat	Hot Water	Water, Sewer, Municipal	Trash	Stove/ Refrigerator	Lawn Care/ Snow Removal
Paid by Tenant	x	x	x	x	x	x		
Paid by Owner							x	x

X EP
Evan L. Pena

X SP
stacey J. pena

1.2 SECURITY DEPOSIT

1. **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of $895.00 _to be held by Landlord
2. or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after
3. any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting
4. for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount
5. withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days, Landlord may use a good faith
6. estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may
7. be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit
8. payment for the last month's rent without the written permission of Landlord.

X EP
Evan L. Pena

X SP
stacey J. pena

1.3 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT

1. Tenant is hereby notified that Tenant may do any of the following within
2. seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-
3. existing damages or defects; and (b) request a
4. list of physical damages or defects, if any, charged against the previous Tenant's security deposit.
5. If such a request is made by Tenant, Landlord
6. will supply Tenant with a list of all physical damages and/or defects charged against the previous
7. tenant's security deposit regardless of whether
8. or not those damages or defects have been repaired. Said list will be provided to Tenant within
9. thirty (30) days from when the request was
10. received or within seven (7) days after Landlord notifies the previous tenant of the security deposit
11. deductions, whichever occurs later. Landlord need not
12. disclose previous tenant's identity nor the amount deducted from the previous tenant's security
13. deposit. Landlord will provide Tenant with a Check-In/
14. Checkout sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of
15. the tenancy, Tenant will be considered to have accepted
16. the Premises without any exceptions.

1.4 RULES

1. Landlord may make reasonable Rules and Regulations governing the use and occupancy of the
2. Premises or the building in which it is located,
3. common areas, and the surrounding grounds ("rental property"). Any failure by Tenant to
4. substantially comply with the Rules and Regulations will be a
5. breach of this Agreement. Landlord may amend the Rules and Regulations to provide for newly
6. added amenities or to meet changed circumstances
7. or conditions adversely affecting the Premises or rental property. No such amendments may
8. unreasonably interfere with Tenant's use and enjoyment of
9. the Premises or the rental property of which it is a part. A copy of the Rules and Regulations, if
10. applicable, have been given to Tenant at the time of the
11. signing of this Agreement.

X EP
Evan L. Pena

X SP
stacey J. pena

1.5 NOTICE TO VACATE

1. Lease for Term – No written notice is required to terminate a lease for term because the lease
2. automatically ends on the last
3. day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the
4. original lease term whether or not they wish to continue
5. the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly.
6. Month-to-Month Tenancy – Written notice must be
7. received by the other party at least twenty-eight (28) days prior to the ending of a month-to-month
8. tenancy. A month-to-month tenancy may only be
9. terminated at the end of a rental period. A rental period runs from the first day of a calendar month
10. through the last day of a calendar month.

1.6 CONTROLLING LAW

1. Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of
2. Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all
3. governmental orders, rules, and regulations related to the Premises, including local housing codes.

1.7 CONDITION OF PREMISES

1. Tenant has had the opportunity to inspect the Premises and has determined that it will fulfill Tenant's needs and
2. acknowledges that the Premises is in good and satisfactory condition, except as noted in the Check-In/Check-Out form provided to Tenant, prior
3. to taking occupancy. Tenant agrees to maintain the Premises during Tenant's tenancy and return it to Landlord in the same condition as it was
4. received less normal wear and tear. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for
5. damages based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as
6. defined in Wis. Stat. § 950.02(4), of that crime.

1.8 POSSESSION AND ABANDONMENT

1. Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and
2. return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance
3. with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement,
4. except that, if Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when
5. Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice
6. on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has
7. vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated
8. for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less actual costs of
9. re-rental, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency as allowed by law.

1.9 ABANDONED PROPERTY

1. If Tenant vacates or is evicted from the Premises and leaves personal property, Landlord may presume, in the absence of
2. a written agreement between Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and Landlord may dispose of it in

3. any manner that Landlord, in Landlord's sole discretion, determines is appropriate. Landlord will not store any items of personal property that Tenant
4. leaves behind when Tenant vacates or is evicted from the Premises, except for prescription medicine or prescription medical equipment, which will be
5. held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and
6. any other secured party that Landlord is aware of, written notice of intent to dispose of said property by personal service, regular mail, or certified mail
7. to Tenant's last known address, prior to disposal.

1.10 USE OF PREMISES

1. Tenant shall use the Premises or rental property for residential purposes only. Operating a business, including but not limited to,
2. providing childcare for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises
3. or rental property for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the
4. Premises or rental property anything which would adversely affect coverage under a standard fire and extended insurance policy. Nothing in this section
5. authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or
6. someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

1.11 GUESTS

1. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet use and enjoyment of other tenants
2. and if the number of guests is not excessive for the size of the facilities of the Premises. Unless prior written consent is given by Landlord, Tenant may
3. not have any person who is not listed on this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1) year
4. period or for more than three (3) consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect of the
5. Premises or rental property, that is caused by the negligence or improper use by Tenant, Tenant's household members, guests, and/or invitees. Nothing in
6. this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in
7. or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

1.12 NON-LIABILITY OF LANDLORD

1. Landlord, except for its intentional or negligent acts or omissions, shall not be liable for injury, loss, or damage which
2. Tenant may sustain from any of the following: (a) theft, burglary, or other criminal acts committed by a third-party in or about the Premises or rental property;
3. (b) delay or interruption in any service from any cause whatsoever; (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;

(d) injury or damages caused by bursting or leaking pipes or the back up of sewer drains or pipes; (e) disrepair or malfunction of the Premises or rental property, appliances, or other equipment unless Landlord was provided with prior written notice of the problem by Tenant. Tenant holds Landlord harmless from any claims or damages resulting from any intentional or negligent acts or omissions of Tenant, Tenant's household members, guests, invitees, and/or other third-parties, including other tenants. Nothing in this Agreement should be construed to relieve Landlord from any liability for property damage or personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injury arising from causes clearly beyond Tenant's control, or for property damage caused by natural disasters or by persons other than Tenant or Tenant's guests or invitees.

1.13 CRIMINAL ACTIVITY PROHIBITED

Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health and safety of, or right to peaceful enjoyment of the Premises by, other tenants; (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises; (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord; (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime. It is not necessary that there has been an arrest or conviction for the criminal activity or drug-related criminal activity.

1.14 CRIME VICTIM PROTECTIONS

Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

1.15 RENTERS INSURANCE RECOMMENDED

Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance

3. that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party
4. and/or Landlord.

X EP
Evan L. Pena

X SP
stacey J. pena

1.16 NOTICE OF DOMESTIC ABUSE PROTECTIONS

1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should
2. 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
3. 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
4. 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
5. 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
6. person to be the tenant's guest.
7. 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,
8. as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
9. 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

1.17 REPAIRS

1. Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date
2. of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does
3. not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

1.18 COMPLIANCE WITH WIS. STAT. § 704.44

1. Nothing in this Agreement authorizes Landlord to do anything that would be a violation of
2. Wis. Stat. § 704.44 or ATCP § 134.08.

1.19 RESPONSIBILITY FOR UTILITIES

1. Tenant must maintain and will be responsible for the cost of all utilities indicated in the "UTILITIES" section
2. for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent.

1.20 ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION

1. Landlord may, but is not required to, provide the following information
2. and/or documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a
3. security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to
4. clean, repair, or otherwise improve any portion of the Premises made by Landlord prior to entering into the rental/ agreement with Tenant, (d) advance
5. notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

1.21 ASSIGNMENT OR SUBLEASE

1. Tenant shall not assign this Agreement or sublet the Premises, or any part of the Premises, without the prior written
2. consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, HomeAway,
3. or VRBO.

1.22 MODIFICATIONS AND TERMINATION

1. This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may
2. terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

1.23 SEVERABILITY OF RENTAL AGREEMENT PROVISIONS

1. The provisions of this rental agreement are severable. If any provision of this rental
2. agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without
3. the invalid provisions.

1.24 NON-WAIVER

1. Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered
2. temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent
3. or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

1.25 TIME IS OF THE ESSENCE

1. As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before;
2. vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.
3. *Time is of the essence* means that a deadline must be strictly followed.

1.26 SPECIAL PROVISIONS

-

1.27 RENTAL DOCUMENTS

1. Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if
2. applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.
3. Pets and water beds are not permitted unless indicated otherwise in writing.
4. A Check-In sheet or similar must be provided by the Landlord and filled out by Tenant to be returned to Landlord within
5. seven (7) days. This verifies the condition of the Premises upon occupancy as required by Wis. Stat. § 704.08

1.28 EMERGENCY CONTACT

Evan L. Pena
Stacey pena
Mother
(414) 241-3971
908 Michigan ave south Milwaukee 53172

1.29 DANGEROUS ITEMS AND ACTIVITIES PROHIBITED

1. Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on
2. the Premises or rental property the following items including, but not limited to, swimming or wading pools, trampolines, slip ‘n slides or any other water
3. recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord,
4. create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

1.30 MAINTENANCE

1. Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions
2. of the building and equipment under Landlord’s control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant’s control in a clean
3. manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear
4. excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor’s lien to attach to the Premises, commit waste to the Premises
5. or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which
6. it is located, unless otherwise allowed under the rules or unless Landlord has granted prior written approval. Landlord shall keep the heating equipment in
7. a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to
8. the Premises and the building in which it is located. Nothing in this Agreement should be construed to relieve Landlord from liability for property damage or

personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injuries arising from causes clearly beyond Tenant's control, or for property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests or invitees. In addition, nothing in this Agreement should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by § 950.02(4), of that crime. Nothing in this Agreement should be construed to allow Landlord to evict or exclude Tenant from the Premises other than by the judicial eviction procedures as set forth in Chapter 799 of the Wisconsin Statutes.

1.31 PAYMENT FOR DAMAGE

1. Tenant is responsible for any damage, waste, or neglect caused by Tenant, Tenant's household members, guests, or invitees including, but not limited to, damage, waste, or neglect to the Premises or rental property. Tenant must pay Landlord for any costs to repair or replace any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay estimated repair costs before work will begin. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the damage, waste, or neglect. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

1.32 REIMBURSEMENT TO LANDLORD

1. If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the option, but is not required to, pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand.
2. Reimbursement after Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

1.33 NO MODIFICATIONS TO PREMISES

1. Tenant may not make any modifications to the Premises or rental property without the prior written consent of Landlord. Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, mounting of flat-screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications that would be attached to the ceiling, floor, or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings, or related items

5. within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original condition.
6. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

1.34 EXTERMINATION COSTS

1. Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the
2. Premises, and which are the result of Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep
3. the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

1.35 ENTRY BY LANDLORD

1. Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12)
2. hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or
3. regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is
4. necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper
5. denial of access to the Premises is a breach of this Agreement.

1.36 BREACH AND TERMINATION

1. Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant
2. neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to
3. remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such
4. notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due
5. or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises,
6. and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of this Agreement, this Agreement may
7. be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis.
8. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.16(3), 704,17(2)(c), and 704.17(3m). The language
9. in this section shall apply to any lease for a specific term and does not apply to a month-to-month tenancy. If Landlord commits a breach, Tenant has all
10. rights and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45 and Wis. Admin. Code § ATCP 134. Nothing in this section
11. should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or rental
12. property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis.

Stat. § 950.02(4), of that crime.

13. **RENT:** Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted.
14. If any of Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made
15. via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and
16. defined as "rent."

1.37 RENT

1. Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted.
2. If any of Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made
3. via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and
4. defined as "rent."

1.38 CODE VIOLATIONS AND ADVERSE CONDITIONS

1. There are no code violations or other conditions affecting habitability of the Premises or rental
2. property unless indicated otherwise in writing.

1.39 DAMAGE BY CASUALTY

1. If the Premises or rental property is damaged by fire or other casualty ("the casualty") to a degree which renders it untenantable,
2. and if, in Landlord's sole discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate until the
3. Premises is restored to a condition comparable to its condition prior to the casualty. Tenant's liability for rent will not abate if the casualty was caused in
4. any part by the negligence or intentional acts of Tenant, Tenant's household members, guests, or invitees. Tenant may be required to vacate the Premises
5. during repairs. If, in Landlord's sole discretion, the Premises or rental property cannot be repaired in a reasonable period of time, this Agreement will
6. terminate as of the date of the casualty. If, after the casualty, the Premises or rental property remain tenantable, Landlord will complete repairs as soon
7. as reasonably possible.

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

X EP
Evan L. Pena

X SP
stacey J. pena

2. RULES AND REGULATIONS

2.1 GENERAL

Tenant - Evan L. Pena

Other Occupant -

Co-Signer - stacey J. pena

Premises
1235 Michigan Ave. - Unit 3 (Upper Right)
South Milwaukee, WI 53172

These Rules and Regulations are incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of the Rules and Regulations and those contained in the Residential Rental Agreement, the terms and conditions of the Rules and Regulations shall be controlling.

General

1. These Rules and Regulations are necessary to ensure the proper use and care of the rental property as well as the protection and safety of the Landlord, Landlord's employees, other Tenants, and neighbors.
2. Tenant will be responsible for the conduct of any and all family members, guests, invitees, and/or others under Tenant's control.
3. The term "Tenant" is defined broadly and includes, all persons named in the rental agreement, their family members, guests, invitees, and/or others under their control.
4. Tenant shall not engage in criminal activity or any other activity that disturbs others or damages the property. Nothing in the prior sentence authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.
5. Landlord has the right to make other reasonable rules and regulations as may be necessary for the safety of others and the property.
6. A violation of these Rules and Regulations constitutes a material breach of Tenant's rental agreement and may result in termination of tenancy as allowed by law.
7. These Rules and Regulations will be enforced strictly and without exception.
8. Nothing in these Rules and Regulations authorizes the Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4) of that crime. Further, nothing in these Rules and Regulations authorizes Landlord to do anything that would be a violation of Wis. Stat. § 704.44 or ATCP 134.08.

2.2 USE OF PROPERTY

1. The term "property" is defined broadly and includes, but is not limited to, the home or apartment building, individual rental units, common areas, grounds upon which the home or apartment building is located, and any other associated physical structures.
2. The property is to be used as a personal residence only and is for the individuals listed on the rental agreement only.

3. The property shall not be used to operate any form of business for any reason, including but not limited to, a child-care facility.
4. The property shall not be used for any illegal activity whatsoever or for any activity that in the opinion of Landlord will damage the property.
5. Nothing in the prior sentence authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime. Tenant shall not do anything on the property that may increase the risk of fire or compromise safety, increase Landlord's insurance premiums, or which would be a violation of state or local laws or regulations.
6. Tenant shall not keep any hazardous items on or inside of property including, but not limited to, paint, lacquer, turpentine, paint thinner, acetone, gasoline, motor oil, pesticides, herbicides, kerosene, propane, lighter fluid or any other hazardous, flammable or combustible items.
7. Tenant shall not possess or use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.
8. Tenant is prohibited from using any portion of the basement or attic as a living quarters including, but not limited to, for sleeping.
9. No rummage sales, or sales of any kind, may be held on the property without the prior written consent of Landlord.
10. No car washes, for profit or otherwise, may be held on the property without the prior written consent of Landlord.
11. Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended.
12. Tenant agrees not to destroy, deface, damage, or remove any part of the property.

2.3 APPEARANCE & UPKEEP OF PROPERTY

1. Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the rental unit or on the property without the prior written consent of Landlord.
2. Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets, or sheets are not allowed.
3. Tenant agrees to keep the rental unit in a clean, safe, and sanitary condition and not litter the property.
4. Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall only use the proper wattage of bulb as specified on the light fixture.
5. Tenant is responsible for replacing any batteries for smoke alarm and carbon monoxide detectors located within the rental unit.
6. Tenant agrees to regularly and properly dispose of garbage and recyclable materials and to place such items in the proper receptacles provided for that purpose.
7. Neither garbage nor recyclable materials shall be kept on the porch, common areas, or grounds. Tenant agrees to comply with any and all laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials.
8. If Tenant wishes to dispose of any large items, it is the responsibility of Tenant to make special arrangements in accordance with local ordinances and laws, to dispose of such items. Any charges incurred by Landlord as a result of Tenant's failure to comply with the above will be the responsibility of Tenant.
9. Tenant agrees to keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common areas or on the grounds and will be immediately removed

and disposed of by Landlord. Any costs incurred by Landlord to remove Tenant's property will be Tenant's responsibility.
10. Tenant shall cooperate with Landlord to keep common areas and grounds in a safe and clean condition.
11. Tenant agrees to promptly notify Landlord of any maintenance or repair issues.

2.4 MODIFICATIONS TO PROPERTY

1. If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by Tenant, Tenant will be responsible for the repair costs incurred by Landlord, unless Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of a crime in any way related to the repair costs.
2. Tenant must reimburse Landlord within ten (10) days of demand for any damage, waste, or neglect to the property and/or any other amounts owed due to Tenant's failure to follow these Rules and Regulations.

2.5 DAMAGE, WASTE, OR NEGLECT

1. If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by Tenant, Tenant will be responsible for the repair costs incurred by Landlord, unless Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of a crime in any way related to the repair costs.
2. Tenant must reimburse Landlord within ten (10) days of demand for any damage, waste, or neglect to the property and/or any other amounts owed due to Tenant's failure to follow these Rules and Regulations.

2.6 CHANGING LOCKS

1. Tenant will not install additional or different locks or gates on any doors or windows in the property without the prior written consent of Landlord.
2. If Landlord approves Tenant's request to install or change locks, Tenant agrees to provide Landlord with a new key within twenty four (24) hours. Tenant will be responsible for any repair costs incurred by Landlord to gain entry to property if Tenant does not provide Landlord with a new key within twenty four (24) hours.
3. Tenant shall not give any keys to the property to any person other than those listed on the rental agreement without the prior written consent of Landlord.

2.7 PLUMBING

1. Tenant will be responsible for the cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities by Tenant.
2. Tenant will not dispose of any cloth, metal, glass, wool, plastic, condoms, feminine hygiene products, or similar items in the toilet, sink, or garbage disposal.
3. Tenant will immediately report to Landlord in writing if any pipes or faucets are leaking or if any toilet continues to run. If Tenant fails to notify Landlord, then Tenant will be responsible for any increased water bill.
4. Tenant will not leave water running except during actual use.
5. Tenant will only do laundry in designated areas and during the posted hours unless otherwise approved by Landlord.

2.8 SMOKING

1. No smoking is allowed on the property at any time unless otherwise indicated in writing by Landlord.
2. Any damage to the property as a result of Tenant's smoking will be Tenant's responsibility.

2.9 WATERBEDS

1. No furniture filled with liquid, including but not limited to waterbeds, is allowed on the property without the prior written approval of Landlord.

2.10 LOITERING

1. Tenant will not loiter, congregate, or play in common areas of the building, including but not limited to, the hallway, stairway, basement, garage, storage area, and driveway.

2.11 NOISES & ODORS

1. Tenant will not make or permit noises, odors, or other acts that will disturb the right or comfort of other Tenants and/or neighbors. Tenant agrees to keep the volume of any radio, stereo, television, computer, musical instrument, or any other device at a level that will not disturb other Tenants and/or neighbors. Nothing in the prior sentences authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

2.12 GUESTS

1. Tenant is responsible for the conduct of any and all guests.
2. No guest may reside in the property for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3) consecutive days within any one (1) month period.
3. Nothing in this section authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

2.13 PETS

1. Pets are not permitted on the property at any time without the prior written consent of Landlord.

2.14 GRILLING

1. No grilling is allowed within ten (10) feet of the property.
2. No grilling is allowed on any balcony or porch. Only covered grills are allowed to be used - no fire pits or bonfires allowed.
3. Any grilling materials must be removed from common areas and/or grounds after use. Indoor storage of gas grills, gas tanks, charcoal, or lighter fluid is prohibited.

X EP
Evan L. Pena

X SP
stacey J. pena

2.15 SUBLETTING / ASSIGNMENT

1. Tenant shall not assign or sublet the property, or any part of the property, without the prior written consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, HomeAway, or VRBO.

2.16 VEHICLES

1. Only vehicles authorized by Landlord may be parked on property.
2. Tenant must register the license plate number, model, and make of Tenant's vehicles.
3. Vehicles of Tenant's guests must be parked in designated spaces, if any, otherwise they must be parked on the street.
4. Tenant's guests or invitees may not park their vehicles in other Tenant's parking spaces.
5. Tenant shall not park any unregistered, unlicensed, or inoperable vehicles on the property. Any unauthorized, unregistered, or inoperable vehicles on the property may be ticketed and/or towed.
6. Tenant shall not park any commercial or recreational vehicles on the property without the prior written consent of Landlord.
7. At no time is Tenant allowed to repair vehicles on the property, including but not limited to, changing flat tires and/or changing oil.
8. Tenant shall not drive any vehicle on the grass or sidewalk at any time.
9. Vehicles must be maintained in reasonably good repair and shall not drip fluids or cause damage to Landlord's property. If Tenant's vehicle causes damage to the property, any costs to repair will be Tenant's responsibility.
10. Tenant shall not wash any vehicles on the property without the prior written consent of Landlord.

2.17 INSURANCE

1. It is Tenant's responsibility to obtain insurance coverage for their personal property stored on the property. Landlord shall not be responsible for any loss or damage to Tenant's property unless the loss or damage was the result of Landlord's negligent acts or omissions.

2.18 NON-WAIVER

1. Any failure to act by Landlord with regard to any specific violation or breach of these Rules and Regulations by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant.

2.19 ACKNOWLEDGMENT

A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT.

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

X EP
Evan L. Pena

X SP
stacey J. pena

3. NONSTANDARD RENTAL PROVISIONS

3.1 NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your Residential Rental Agreement and list the various amounts that your Landlord may assess and withhold from your security deposit.

Tenant - Evan L. Pena

Other Occupant -

Co-Signer - stacey J. pena

Premises
1235 Michigan Ave. - Unit 3 (Upper Right)
South Milwaukee, WI 53172

These Nonstandard Rental Provisions are incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of these Nonstandard Rental Provisions and those contained in the Residential Rental Agreement, the terms and conditions of these Nonstandard Rental Provisions shall be controlling.

The term "Tenant" is defined broadly and includes any persons listed on the Residential Rental Agreement, others in the household, guests, invitees, and anyone under their control. The term "Landlord" is also defined broadly and includes, but is not limited to, the owner of the rental property, the property manager of the rental property, and any employees or agents of the owner or property manager.

3.2 LATE FEE

1. A late fee of $50 will be charged as set forth in the Residential Rental Agreement on all late rental
2. payments. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.3 RETURNED CHECK AND/OR STOP PAYMENT FEE

1. If any payment by Tenant is returned unpaid due to insufficient funds or
2. for any other reason, Tenant will be responsible for the actual costs incurred by Landlord resulting from the returned payment.
3. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.4 GARBAGE AND/OR TRASH REMOVAL

If Tenant leaves garbage or trash anywhere on the rental property including, but not limited to, the hallway, outside of the Premises, or in any common area of the building or grounds not designated for the deposit of garbage or trash, Tenant will be responsible for the actual costs incurred by Landlord to remove and properly dispose of any garbage or trash. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to remove and properly dispose of any garbage or trash at a rate of $45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.5 FAILURE TO PROPERLY DISPOSE OF RECYCLABLES

If Tenant fails to separate and deposit recyclables in the appropriate containers as required by law or local ordinance, Tenant will be responsible for the actual costs incurred by Landlord to separate and deposit recyclables in the appropriate containers including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to separate and deposit recyclables in the appropriate containers at a rate of $45 per hour per person plus the cost of any materials.
These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.6 LAWN MOWING AND/OR SNOW REMOVAL

If Tenant fails to regularly mow the lawn and/or remove snow from sidewalks or other designated areas within a reasonable period of time as determined by Landlord or as required by law or municipal ordinance, Tenant will be responsible for the actual costs incurred by Landlord to mow the lawn and/or remove the snow including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs the work, Tenant will be responsible for the time Landlord spends mowing the lawn and/or removing the snow at a rate of $45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.7 PARKING

1. If Tenant parks his/her vehicle anywhere other than the designated area or space as set forth in the Residential
2. Rental Agreement or other rental document, Tenant will be responsible for the actual costs incurred by Landlord to move, ticket,
3. and/or tow the vehicle including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs
4. the work, Tenant will be responsible for the time Landlord spends moving, ticketing, and/or towing the vehicle at a rate of
5. $45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.8 FAILURE TO PERMIT ACCESS TO THE PREMISES

1. If Tenant fails to permit access to the Premises after Landlord has
2. complied with all notice requirements set forth in Wis. Stat. § 704.05 and Wis. Admin. Code § ATCP 134.09, Tenant will be
3. responsible for the actual costs incurred by Landlord because of Tenant's failure to allow access to the Premises. These
4. amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.9 RETURN OF KEYS, GARAGE DOOR OPENER, AND/OR SIMILAR ENTRY DEVICES

1. If Tenant fails to return all keys that
2. were provided to Tenant including, but not limited to, mailbox, laundry, and storage keys, as well as any garage door openers
3. and/or similar entry devices, Tenant will be responsible for the actual costs incurred by Landlord to replace those items. These
4. amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.10 DAMAGE, WASTE, OR NEGLECT

If Tenant causes any damage, waste, or neglect to the Premises or the rental property, that is not the result of Landlord's negligent acts or omissions, Tenant will be responsible for the actual costs incurred by Landlord to repair or replace the damage, waste, or neglect. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to repair or replace the damage, waste, or neglect at a rate of $45 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.11 MODIFICATIONS TO THE PREMISES

If Tenant makes any modifications to the Premises or rental property without the prior written permission of Landlord, Tenant will be responsible for the actual costs incurred by Landlord to return the Premises or rental property to its original condition. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to return the Premises or rental property to its original condition at a rate of $45 per hour per person plus the cost of materials. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.12 REMOVAL OF ABANDONED PROPERTY

If Tenant fails to remove any personal property from the Premises or rental property, abandons any personal property, or if any of Tenant's personal property is left in the Premises or rental property after the execution of a Writ of Restitution, Tenant will be responsible for the actual costs incurred by Landlord to remove and dispose of Tenant's personal property from the Premises or rental property including, but not limited to, pick-up fees, disposal fees, and/or dumpster costs. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to remove and dispose of Tenant's personal property from the Premises or rental property at a rate of $45 per hour per person plus the cost of materials, in addition to the fees and costs referenced above. These amounts may be deducted from Tenant's security deposit. This provision does not authorize Landlord to withhold any amounts from Tenant's security deposit for Sheriff's fees

9. and/or moving company's fees incurred as part of the execution of the Writ of Restitution.

X EP
Evan L. Pena

X SP
stacey J. pena

3.13 RE-RENTAL COSTS

1. If Tenant vacates the Premises without giving proper notice or is removed from the Premises for failure
2. to pay rent or any other breach of the Residential Rental Agreement, Tenant will be responsible for all charges permitted under
3. Wis. Stat. § 704.29 including, but not limited to, any costs incurred to re-rent the Premises for Tenant and all utilities for which
4. Tenant is responsible through the end of the rental term, subject to Landlord's duty to mitigate Tenant's damages. These
5. amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.14 FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE

1. If Tenant remains in possession of the Premises without
2. the consent of Landlord after expiration of the lease, termination of tenancy by notice given by either Landlord or Tenant, or
3. after termination by valid agreement of the parties, Tenant will be responsible for the actual costs incurred by Landlord for
4. the time Tenant improperly remained in possession of the Premises. In absence of proof of greater damages, Landlord shall
5. recover minimum damages of twice the rental value apportioned on a daily basis for the time Tenant improperly remained in
6. possession of the Premises. Should Tenant's hold over result in the loss of any portion of rent by Landlord, Tenant shall be
7. responsible for that lost rent. These amounts may be deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.15 RENTAL PROMOTION OR CONCESSION

1. If Tenant vacates the Premises, is evicted prior to the end of the lease, or if
2. Tenant's tenancy is terminated for failure to pay rent or any other breach of the Residential Rental Agreement, Tenant will be
3. responsible for reimbursing Landlord for any rental promotion or concession received. All rental

promotion or concession
4. amounts will be treated as unpaid rent and will immediately become due and payable by Tenant. These amounts may be
5. deducted from Tenant's security deposit.

X EP
Evan L. Pena

X SP
stacey J. pena

3.16 ACKNOWLEDGEMENT

1. **Tenant acknowledges that Landlord or Landlord's agent has specifically identified each Nonstandard Rental Provision to Tenant**
2. **prior to entering into the Residential Rental Agreement.**

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

X EP
Evan L. Pena

X SP
stacey J. pena

4. Insurance Program Lease Addendum

4.1 INSURANCE PROGRAM REQUIREMENT

LEASE ADDENDUM – INSURANCE PROGRAM REQUIREMENT

This Addendum is hereby incorporated into and made part of the Lease Agreement. The terms of this Addendum are mandatory and apply for the duration of the lease term, including any extensions or renewals.

Insurance Program Requirement
All Tenants are required to maintain liability insurance meeting the coverage requirements outlined in the Lease Agreement. Smart Asset Management offers a **Master Policy Enrollment** option that fully satisfies these requirements.

Tenants must comply with one of the following two options:

OPTION 1 – Master Policy (Automatic Enrollment)
If Tenant does not provide acceptable proof of the required insurance coverage **on or before the Lease commencement date**, Tenant will be **automatically enrolled** in Smart Asset Management's master insurance policy.

- Coverage will begin on the effective date of the Lease and remain in effect throughout the lease term.
- The monthly premium for this policy is **$19.95**, billed with rent.
- Coverage is provided through an **A-rated carrier** and meets all lease insurance requirements.
- Evidence of insurance from the carrier will be provided to the Tenant for reference.

OPTION 2 – **Tenant has elected to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements.** Tenant must provide evidence of the required insurance coverage by the Lease commencement date. The Insurance Program Fee will be adjusted accordingly. Visit http://insurance.residentforms.com/ and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord. Please be sure that your policy meets the following criteria prior to submitting:

- Policy is issued by an **A-rated insurance carrier**.
- Policy provides at least **$100,000 in property damage and personal liability coverage**.
- **Smart Asset Management** is listed as **Additional Interest**.
- Policy lists the address: **PO Box 660121, Dallas, TX 75266**.

Proof of coverage must be submitted **prior to the Lease commencement date** by visiting:
http://insurance.residentforms.com/ and following the instructions provided.

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant agrees to be subsequently enrolled into the policy referenced in Option 1 above.

Tenant Acknowledgement
By signing below, Tenant acknowledges and agrees to comply with the Insurance Program requirement as a condition of this Lease. Tenant understands that failure to provide compliant proof of coverage by the Lease commencement date will result in automatic enrollment in the Master Policy, with the monthly premium added to rent.

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

X Evan Pena

Lessee

IP Address: 209.76.51.87
12/16/2025 10:40am CST

X Stacey Pena

Co-signer

IP Address: 209.76.51.3
12/20/2025 11:17pm CST

Smart Asset Management LLC

200 W Main St • Waukesha, WI 53186
(262) 232-8738

5. Multi-Unit Properties- SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM

5.1 SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM

Tenant Evan L. Pena

Other Occupant

Co Signer stacey J. pena

Premises -
1235 Michigan Ave. - Unit 3 (Upper Right)
South Milwaukee, WI 53172

1. This Addendum is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and
2. conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this
3. Addendum shall be controlling.
4. Landlord has provided working **Smoke Detectors** on the premises as required by law. Tenant acknowledges that all
5. smoke detectors on the Premises are fully operational. Smoke detectors shall be maintained as follows:
6. (a) Landlord shall be responsible for maintaining and testing all smoke detectors in common areas as required by law;
7. (b) Tenant shall be responsible for maintaining and testing all smoke detectors within Tenant's unit as required by law;
8. (c) Tenant shall inform Landlord, in writing, of any smoke detector that is not working and Landlord shall have (5) days
9. after receipt of written notice to repair or replace smoke detector;
10. (d) Tenant shall replace batteries in all smoke detectors inside Tenant's unit as
11. necessary.

11 Wis. Stat. § 101.145

CARBON MONOXIDE DETECTOR STATUTES

1. State law requires that an owner of a residential property install a **Carbon Monoxide Detector** in all of the following
2. locations no later than April 1, 2010:
3. (1) in the basement of the building if the basement has a fuel-burning appliance,
4. (2) within 15 feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance,
5. (3) in each room that has a fuel-burning appliance and that is not used as a sleeping area (the

detector should be
installed not more than 75 feet from the fuel-burning appliance),
(4) in each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit,
except that, if there is no electrical outlet within this distance, the owner shall place the carbon monoxide detector
at the closest available electrical outlet in the hallway.
The owner has installed carbon monoxide detectors that bears an Underwriters Laboratories, Inc., listing mark or similar
mark from an independent product safety certification organization and has installed the detectors according to the
directions and specifications of the manufacturer.
State law also requires the owner to reasonably maintain every carbon monoxide detector in the residential property in the
manner specified in the instructions for the detector.
A tenant must provide the owner with written notice if a detector is not functional or has been removed by a person
other than the resident. The owner must repair or replace the detector within 5 days after receipt of written notice
by the tenant.
An owner of a residential building is not liable for damages resulting from any of the following:
(1) a false alarm from a detector that was reasonably maintained,
(2) the failure of a detector to operate properly if that failure was the result of tampering, removal or destruction of the
detector by a person other than the owner or
(3) the result of a faulty detector that was reasonably maintained by the owner.
When To Use: An owner of a multi-unit residential building (which includes a tourist rooming house, a bed and breakfast establishment, or
any public building that is used for sleeping or lodging purposes but excludes hospitals or nursing homes) should provide this form to each
tenant and obtain tenants' signatures, if the residential building contains a fuel-burning appliance.
Wis. Stat. § 101.149
Tenant acknowledges that all Smoke and Carbon Monoxide Detectors in the unit are working properly.

By signing below, you acknowledge and agree to the terms in Section 5.

X Evan Pena

Lessee

IP Address: 209.76.51.87
12/16/2025 10:40am CST

X Stacey Pena

Co-signer

IP Address: 209.76.51.3
12/20/2025 11:17pm CST

6. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS ADDENDUM TO RENTAL AGREEMENT

6.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS ADDENDUM TO RENTAL AGREEMENT

This addendum is made part of your Rental Agreement dated

Landlord/ Agent B&C World LLC

Tenant - Evan L. Pena

Premises -
1235 Michigan Ave. - Unit 3 (Upper Right)
South Milwaukee, WI 53172

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. **Before renting pre-1978 housing,** Landlord must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Lead Warning Statement (Check (1) or (2) below):

( ) Landlord has knowledge of lead-based paint and/or that lead-based paint hazards are present in the property (explain).

(X) Landlord has no knowledge of lead-based paint and/or that lead-based paint hazards in the property.

Records and reports available to the Lessor (Check (1) or (2) below):

( ) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property (list documents below).

(X) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the property.

Tenant's Acknowledgment

Tenant states that Tenant has received any records and reports listed under Landlord's Disclosures above. Tenant
acknowledges that Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment

If Landlord is represented by an Agent, the Agent certifies that Agent has informed the Landlord of the Landlord's
obligations under 42 U.S.C. 4852(d) and that the Agent is aware of Agent's duty to ensure compliance with the requirements
of federal laws and regulations.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By signing below, you acknowledge and agree to the terms in Section 6.

X Evan Pena

Lessee

IP Address: 209.76.51.87
12/16/2025 10:40am CST

X Stacey Pena

Co-signer

IP Address: 209.76.51.3
12/20/2025 11:18pm CST

Smart Asset Management LLC

200 W Main St • Waukesha, WI 53186
(262) 232-8738

7. Pet Agreement

7.1 BASIC INFORMATION

This Pet Agreement is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of this Pet Agreement and those contained in the Residential Rental Agreement, the terms and conditions of this Pet Agreement shall be controlling.

Evan L. Pena

1235 Michigan Ave. - Unit 3 (Upper Right)
South Milwaukee, WI 53172

7.2 TERMS AND CONDITIONS

1. Only the pets listed below are allowed to be kept on the premises
2. Tenant will not allow pet(s) to cause any danger, damage, nuisance, undue noises, or health hazard.
3. Pet(s) are not allowed to soil the premises, grounds, common areas, sidewalks, parking areas, landscaping, lawns, gardens, and other property of the owner. Tenant is responsible for immediate cleanup of pet waste and proper disposal.
4. Tenant agrees to promptly clean up after pet(s).
5. Tenant accepts full responsibility and liability for any and all damage, injury, or action arising from or caused by tenant s pet(s).
6. Tenant agrees to remove the pet(s) offspring within eight (8) weeks of birth.
7. Tenant agrees to register, license and immunize pet(s) in accordance with all local laws and regulations.
8. Tenant warrants that pet(s) is/are housebroken and has no history of biting, no vicious tendencies, and has never exhibited any aggressive behavior to humans or other pets.
9. Tenant agrees to the following rules as applying to specific pets:
    1. Dogs: Must be controlled at all times. Must be kept on a short leash while on the grounds and in common areas. Barking which becomes a nuisance to other tenants will not be tolerated.
    2. Cats: Must be controlled at all times. Must not be allowed to roam freely on the grounds and in common areas. Proper disposal of all cat litter shall be done on a frequent basis. Odors arising from cat litter will not be tolerated.
    3. Birds & Reptiles: Must be properly caged at all times. Any waste or other materials must be cleaned on a frequent basis to prevent accumulation, damage, and odors.
10. Breed restrictions apply.
    The following dog breeds are NOT allowed for any property. Akita, Alaskan Malamute, American Pit Bull, American Staffordshire, Bullmastiff, Chow, Doberman, German Shepherd, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier and Wolf Hybrid.
11. Pet Rent & Deposit:
    1.) Tenant agrees to pay the following pet rent/fee: $50/month per Cat
    2.) Tenant agrees to pay the following pet rent/fee: $100/month per Dog
12. Tenant's financial obligations for pet(s) is not limited to any pet fee or deposit.
13. The property owner has the right to revoke permission to have a pet at the property because the pet becomes a threat or a nuisance with a written 30 day notice.
14. Maximum allowed pets: 2 per unit.
15. Service Animals & Emotional Support Animals: 1.) Service animals and emotional support animals (ESAs) are not subject to pet rent, pet fees, or breed restrictions, in compliance with the Fair Housing Act (FHA). 2.) Tenants requesting an ESA accommodation must provide appropriate documentation from a licensed healthcare provider in the State of Wisconsin. 3.) Tenants remain responsible for any damages caused by service animals or ESAs and must ensure the animal does not create a nuisance or safety hazard.

Kind Type/ Breed Color Name Age

1._____ _____ _____ _____ _____ _____ Weight

2._____ _____ _____ _____ _____ _____ Weight

Emergency contact _____ _____

(Name) (Phone)

In the event of a medical emergency and/or death of the owner and/or the pet is abandoned, the emergency contact will be contacted. After 24 hours of Smart Asset Management being notified the pet(s) will be surrendered to the local animal shelter.

I understand it is my responsibility as a tenant to notify Smart Asset Management that I have a pet upon moving in or have acquired a pet while living at the property. It is my responsibility to fill out the pet addendum with specific pet information such as breed, age, weight, and name. All pets must be approved by Smart Asset Management. All pets must be listed on the pet addendum. Failure to do so could lead to an eviction or a fine of up to $500.

By signing below, you acknowledge and agree to the terms in Section 7.

X Evan Pena

Lessee

IP Address: 209.76.51.87
12/16/2025 10:40am CST

X Stacey Pena

Co-signer

IP Address: 209.76.51.3
12/20/2025 11:18pm CST

8. Sign and Accept

8.1 SIGNATURE

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.

X Evan Pena

Lessee

IP Address: 209.76.51.87
12/16/2025 10:41am CST

X Stacey Pena

Co-signer

IP Address: 209.76.51.3
12/23/2025 10:37am CST

X Ian Kozak

Lessor

IP Address: 12.94.11.134
12/29/2025 10:12am CST