

Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is between:

Hannah N. Cullen _____ ('Tenant')
_____' ('Tenant')
_____' ('Tenant')
_____' ('Tenant')
_____' ('Tenant')
_____' ('Tenant') and

Gaffney Properties LLC _____ ('Landlord'). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions set forth in the Agreement, Landlord rents to Tenant, for residential purposes only, the premises located at 511 5th Ave S La Crosse, WI 54601

_____' ("Premises")

Tenant Responsibility:

Electric ☒ Gas ☒ Water ☒ Monthly Water Fee _____ ☐

Rental of the Premises also includes:

Trash ☒ Recycling ☒ _____

Clause 3. Limits on Use and Occupancy

The Premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children.

Occupancy by guest for more than 3 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on 09/01/2025 and end on 08/25/2026.

Tenancy ends at 12pm/noon on end date.

Clause 5. Payment of Rent

Regular Month Rent

Tenant will pay to Landlord a monthly rent of \$895, payable in advance of the first day of each month. Rent will be paid as follows, or in another manner as Landlord designates from time to time:

Delivery and Form of payment.

Preferred payment method is through the Appfolio system. All other forms of payment will be charged a \$10 processing fee.

Prorated first month's rent.

___ On signing this Agreement, Tenant will pay to Landlord for the period of _____ through _____ the sum of \$ _____ as rent, payable in advance of the start of the tenancy.

___ Upon move-in, Tenant will owe as rent the prorated rent specified above, plus one full month's rent in the amount designated for a total of \$ _____.

Clause 6. Late Charges

Because Landlord and Tenant agree that actual damages for late rent payments are very difficult or impossible to determine, Landlord and Tenant agree to the following:

- Tenant will pay Landlord a late charge if Tenant fails to pay the rent in full within 2 days days after the date it is due. (Lates fee will then be charged retroactive to the 1st of the month)

- The late charge will be \$10 for each individual day that the rent continues to be unpaid. The total late charge for any one month will not exceed \$310.00.

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "Stop payment" or any other reason, Landlord will make a demand for payment and otherwise pursue remedies as allowed by law.

Clause 8. Security Deposits

On signing this Agreement, Tenant will pay to Landlord the sum of \$895 as a security deposit. If the lease is sent for digital signature; signature and deposit is due within 24 hours. If digital signature and deposit are not received in 24 hours this lease contract can be voided and the unit will be relisted for rent. Tenant may not, without Landlords prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Clause 9. Prohibition of Assignment and Subletting

Tenants will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord. Violating this clause is grounds for terminating the tenancy.

- a. Tenants will not sublet or rent any part of the Premises for short-term stays of any duration, including but not limited to vacation rentals.
- b. Short-stay rentals are prohibited except as authorized by law. Any short-stay rental is expressly conditioned upon the Tenant's following all regulations, laws, and other requirements as a condition to offering a short-stay rental. Failure to follow all laws, ordinances, regulations, and other requirements, including any registration requirement, will be deemed a material, non-curable breach of this Agreement and will furnish cause for termination.

Clause 10. Tenant's Maintenance Responsibilities

Tenant agrees to: (1) keep the Premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear, (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises, including Landlord's personal property therein, damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 11. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the Premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the Premises or install or alter any security alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new security alarm system.

Clause 12. Prohibition Against Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the Premises. Tenant or guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage) or cause or tolerate a nuisance; or (3) interfere with the quiet enjoyment and peace and quiet of or annoy, disturb, or inconvenience any other tenant or nearby resident.

Clause 13. Damage to the Premises

In the event the Premises are partially or totally damaged or destroyed by fire or other cause, the following will apply:

- a. Premises totally damaged and destroyed. Landlord will have the option to: (1) repair such damage and restore the Premises, while this Agreement continues in full force and effect, except that Tenant's rent will be abated while repairs are being made; or (2) give written notice to Tenant terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement will expire and all of the Tenant's rights pursuant to this Agreement will cease.
- b. Premises partially damaged by fire or other cause. Landlord will attempt to repair such damage and restore the Premises within thirty (30) days after such damage. If only part of the Premises cannot be used, Tenant must pay rent only for the usable part, to be determined by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement will expire and all of the Tenant's rights pursuant to this Agreement will terminate at the option of either party. Whether the Premises are totally or partially destroyed will be decided by Landlord, in the exercise of its sole discretion.
- c. In the event that Tenant, or Tenant's guest or invitees, in any way caused or contributed to the damage of the Premises, Landlord will have the right to terminate this Agreement at any time, and Tenant will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
- d. Landlord will not be required to repair or replace any property brought onto the Premises by Tenant.

Clause 14. Renter Insurance

Tenant acknowledges that Landlord's property insurance policy will not cover damage to or loss of Tenant's personal property. Tenant will obtain a renter's insurance policy that will:

- Reimburse Landlord for cost of fire or water damage caused by Tenants or Tenant's guest, and vandalism to the Premises
- Indemnify Landlord against liability to third parties for any negligence on the part of Tenant, Tenant's guests, or invitees; and
- Have a limit of Liability no less than \$100,000.

Tenant will provide Landlord with proof of such policy by giving Landlord a certificate of insurance issued by the insurance company within fifteen (15) days prior to move in date. Tenant will provide Landlord with a certificate of insurance upon every renewal. Tenant will not allow such policy to expire during the rental term. Failure to obtain and maintain a renters' insurance policy will be treated as a material breach of this Agreement.

Clause 15. Pets

No animal may be kept on the premises without the Landlord's prior written consent. All tenants will be subject to a \$200.00 penalty/FEE for ANY animal brought onto the premises that has not had prior Management authorization. This applies to pet sitting and visitors with animals in ANY capacity. If an unauthorized animal is found to be residing on the premises, the tenant will be retroactively responsible to the lease start date, for the full monthly animal fee. In addition, the tenant is responsible for paying the unauthorized animal penalty/fee AND the animal deposit fee, IF the animal is allowed to remain. Permission to keep an animal is granted at the sole discretion of management and will be based in part on the animal's own merit, as well as the tenant's ability to maintain proper control over it.

Clause 16. Landlord's Right to Access

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

Clause 17. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the Premises for 5 or more consecutive days. Heat needs to be maintained at no less than 50 degrees when absent to avoid freezing of pipes. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

Clause 18. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

c. Cure or Quit

If the tenants depart due to the Cure or Quit, they are still obligated to the contract terms. It does not change their responsibility to pay even if they leave as a result of the Cure or Quit notice.

Clause 19. Tenant Rules and Regulations

Tenant acknowledges receipt of, and has read a copy of, the Tenant Rules and Regulations, which are labeled Attachment; Additional Addendum's to Lease, Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, Non Standard Rental Provisions Addendum to Lease and attached to and incorporated into this Agreement by reference. Tenant understands that serious or repeated violations of the rules may be grounds for termination.

Clause 20. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action of legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the Premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

 X The Landlord/Manager, at the following address: 809 Gillette St, La Crosse, WI 54603

Clause 22. Additional Provisions

Additional provisions are as follows:_____

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant’s guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant’s rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement (Clauses 1-25)

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modification to this Agreement must be in writing signed by Landlord and Tenant.

8/25/2025	Pat Griffith	Property Manager
Date	Landlord or Landlord’s Agent	Title

8/25/2025	Hannah Cullen	
Date	Tenant	Phone / Email

Date	Tenant	Phone / Email

Date	Tenant	Phone / Email

Date	Tenant	Phone / Email

Date	Tenant	Phone / Email

Date	Tenant	Phone / Email

Additional Addendum's to Lease

1. All tenants shall, within 7 days of the first day of the lease term, notify landlord (in writing via move-in checklist) of any damages or uncleanness present in the apartment/house.
2. Property shall be kept clean and neat at all times.
3. It is the tenant's responsibility to mow lawn and remove snow, if tenants lease so designates:
_____ Tenants ☒ Landlord
4. All rent payments shall be made through Innago. Other forms of payment will be subject to a \$10 processing fee.
5. All tenants, if more than one person, **are jointly and severally liable** for the full amount of any payment due under the lease, acceptance of partial delinquent payments does not constitute a waiver of that default or any other default under this lease. Acceptance of individual tenant payments or taking any other action against one or more tenant does not constitute a waiver of tenants joint and several obligations. If rent is paid by individual automated bank withdrawals; This does not constitute a waiver of joint and several liability. All tenants are **jointly and severally responsible** for damages done by roommates and all guests. Tenants are also responsible for unpaid utility bills owed to the landlord.
6. All sublessors must be approved by the landlord and meet the landlord's requirements. Sublessor must be signed on the lease to be recognized by the landlord (at that time as a tenant). Otherwise, tenants are responsible for all actions of the sublessor.
7. Tenants agree **not** to have ¼ or ½ barrels in the apartment/house or on the premises. Tenants also agrees not to have a hot tub on the premises.
8. Tenants are responsible for all damaged screens, window, doors and glass regardless of cause, unless it is weather related.
9. The tenants have a right to request in writing, a written list of physical damage and defects, for which the landlord deducted money from the previous tenant's security deposit.
10. If the property related to this lease requires parking permits, tenants is aware that the parking permits and rules will be issued at another date other than the execution of this lease. Tenants are aware that off street parking at the property is not a guarantee under the terms of the lease.
- 11.) Tenants are responsible for changing all furnace filters as needed (at a minimum before winter weather, and end of April), light bulbs, weather stripping and putting plastic on the windows. If the tenant requests the landlord to do such tasks, tenant agrees to reimburse the landlord all costs incurred. If not paid when due, charges shall be deducted from the security deposit.
- 12.) Tenants are responsible for keeping premises sufficiently heated in the winter to avoid freezing pipes, Tenant must keep the premises in clean and tenantable conditions and in good repair as on the first day of the lease term, normal wear and tear excepted. Tenant is not to use or keep in or about the premises anything that would adversely affect coverage of the premises or the building of which they are part under a standard fire or extended insurance policy.
All charges above may be charged against the security deposit.
- 13.) All keys must be returned by noon of the last day of your lease term or the cost of the new locks will be deducted from your security deposit with a minimum charge of \$95.00. Upon returning keys, tenants must sign out of the unit at our office and leave a forwarding address with management.

14.) Unusually soiled carpets are considered damage. Tenants shall professionally shampoo carpets upon vacating premises and shall provide management with a receipt. The carpet must be clean and free of damage after shampooing. Any cleaning of the apartment or carpet shampooing cost, except for normal wear and tear, can be charged against the security deposit.

15.) Tenants shall be held liable for any loss of rent incurred by landlord for failure to leave premises in tenantable status. Such charges can be charged against the security deposit.

16.) There shall be a charge for actual out of pocket expenses and an hourly rate of \$60.00 per hour staff time to fill any vacancy for re-renting a unit before the end of the lease term. Such charges can be deducted from the security deposit.

17.) There will be a \$100.00 charge for unlocking your doors. Any NSF checks will have a \$20.00 service charge. These charges can be deducted from the security deposit.

18.) Any assessments or fines incurred by the landlord for tenant's actions, including but not limited to, garbage removal, failure to comply with recycling laws, noise violations, lawn care, snow removal, ect., shall be paid by the tenants and may be deducted from the security deposit.

19.) Tenants shall be held liable for any loss of rent and all other damages including hotel and meal costs incurred by landlord for failure to leave the premises in tenantable status. These costs may be deducted from the security deposit.

20.) Tenants are required to pay a full month rent for the last month of the lease term. Even if the lease ends on a date other than the last day of the month.

21.) Tenants are responsible for damage to the unit and such damages may be deducted from the security deposit.

22.) In the event that during the tenancy the unit becomes infested with insects or other pest due to the acts or inaction of the tenant, the tenant shall pay the cost of treatment and shall assist in the treatment of the premises for such infestation. Tenant shall be liable for all cost and these costs may be deducted from the security deposit.

23.) In the event landlord is required to bring an eviction action, landlord shall be entitled to keep the security deposit for up to 21 days after landlord re-rents the apartment or after the lease ends (Whichever is sooner), **not** 21 days after the writ of restitution is executed or the landlord learns that the tenant has vacated.

24.) The landlord may apply security deposit monies to allowable charges as set forth in this lease at any time during the lease term and/or at the time of renewal. If the deposit amount held by landlord is reduced by application to allowable costs, tenants shall replace the deposit amount within 30 days of written notice. Failure to do so constitutes a violation of the lease.

25.) Tenants are aware that the City of La Crosse, Wisconsin allows no more than **three, four or five**, unrelated people in a unit and that the landlord has made the tenant aware of such law. If tenants fail to abide by such ordinance, tenant shall pay any and all fines incurred by the landlord. Such costs may be deducted from the security deposit.

26.) Under no conditions can a tenant use the security deposit in Lieu of rent, except that if the tenant is not in default under the lease, the tenant can use 50% of the deposit as payment toward the last month rent if notified in writing by the owner/manager, and the deposit paid is 2 times greater than a month's rent.

27.) Tenants shall comply with section 8.02 of the La Crosse ordinances regarding recycling and garbage collection. In part, these provisions require the following:

- a. Non-recyclable garbage may only be put out for collection in the plastic garbage containers that have been provided to you with the list attached. La Crosse will no longer accept plastic garbage bags that are not inside a garbage container.
- b. The weight of the garbage container shall not exceed 50 pounds.
- c. Garbage shall not be placed out for collection prior to 12 hours before the scheduled collection time.
- d. Electronics, large items and other hazardous materials shall not be placed out for collection.
- e. Recyclables shall only be placed in proper recycling containers and shall be separated from other garbage.

28.) In the event that the landlord/owner is required to fulfill any duties that are the obligation of the tenant and/or in the event that the landlord/owner suffers any economic loss as a result of a fine or other fee imposed due to the failure of the tenant to properly follow the ordinance or costs to clean up garbage or replace containers other than normal wear and tear, the tenant shall reimburse landlord/owner for such costs and fees and such fees and costs can be deducted from the tenant security deposit.

29.) It is further the tenant’s obligation to notify the landlord/owner within 24 hours of noticing that the provided garbage containers have been damaged, lost or in any other way no longer meet the ordinance requirements so that the landlord/owner can remedy the problem.

30.) The use of charcoal burning or other fuel-burning cooking equipment on or below wooden decks outside is prohibited. No grills shall be used in any interior spaces.

31.) Damages, repairs or cleaning due to negligence or recklessness by tenants are subject to a \$60 an hour fee including but not limited to labor and administrative fees. Tenant agrees work can be completed by landlord, contractor of landlords choosing or person(s) of landlords choice.

32.) Smoke detectors need to be checked monthly by tenants. Any malfunctioning unit is to be addressed to landlord immediately to be corrected. DO NOT remove batteries from smoke detectors! You have been provided a fire extinguisher. If you have a fire, use the extinguisher and notify your landlord immediately for a refilled unit.

Additional terms of the contract: _____

Certification of Accuracy

The following parties have reviewed and agree to the above information in its entirety (Additional Addendum’s to Lease 1-32 & Check if Applicable portion).

<u>Hannah Cullen</u>	<u>8/25/2025</u>	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Lessor/Agent	Date	Lessor/Agent	Date

Date

Residential Lease - Use this one

Audit Log



Document e-signed by Hannah N. Cullen - hannahcullen526@yahoo.com

Hannah Cullen HC

Signature Date: 08-25-2025 - 05:43 PM UTC

IP Address: 166.181.81.19



Document e-signed by RPI Management - rpim809@gmail.com

Pat Griffith RPI M

Signature Date: 08-25-2025 - 09:24 PM UTC

IP Address: 96.40.227.99



Document completed

08-25-2025 - 09:24 PM UTC