

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

This addendum is made part of your Rental Agreement dated 9/18/2005
 Property Address: 2856A N. HOLLAND AVE
 Landlord/Agent: SANCHO PROPERTIES LLC - Patricia Wilken
 Tenant(s): Johnny Austin

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.

Landlord's Disclosure

(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).

- ☐ Landlord has no knowledge of lead-based paint and/or 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).
Property was Lead Abated & Accented By
City of Milwaukee
- ☐ 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:

Landlord: [Signature] 9/18/05
 Date

Tenant: [Signature] 9-18-05
 Date

Agent: _____
 Date

Tenant: [Signature] _____
 Date

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether on 2 more) on the following terms and conditions:

3 **TENANT:** (1 adults and 0 children)

4 Johnny Austin

5 _____

6 Additional occupants under the age of eighteen (18) residing on the

7 Premises: 0

8 _____

9 **PREMISES:** Building Address

10 2856A W. Horton Ln

11 Miller Aiken (city, village, town) GA (state) 5322 (zip)

12 Apartment/room/unit: 2856A

13 Included furnishings/appliances: refrigerator, range, oven

14 List other: _____

15 **RENT:** Rent of \$ 700.00 for Premises and

16 \$ _____ for other (specify _____)

17 is to be received no later than the 1st day of each month

18 and is payable at US Bank

19 If rent is received after 5th of each month

20 the Tenant shall pay a late fee of \$ 50.00

21 Charges incurred by Landlord for Tenant's returned checks are
22 payable by Tenant. Landlord shall provide a receipt for cash
23 payments of rent. **All tenants, if more than one, are jointly and**
24 **severally liable for the full amount of any payments due**
25 **under this Agreement.** Acceptance of a delinquent payment
26 does not constitute a waiver of that default or any other default
27 under this Agreement. Other Landlord or Tenant obligations:

28 NO PARKING

29 Inclusion

30 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 700.00 to be held by Landlord
31 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 any event
32 forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld.
33 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation
34 each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable
35 for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amount
36 set forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

37 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after
38 start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if
39 charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects
40 charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant
41 within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deduction
42 if, however, occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord
43 provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will
44 considered to have accepted the Premises without any exceptions.

45 **NOTICE TO VACATE:** Lease for Term - No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term
46 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original
47 lease term and if so, enter into a new rental agreement accordingly. Month to Month Tenancy - Written notice must be received by the other party at least twenty-eight
48 (28) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from
49 the first day of a calendar month through the last day of a calendar month.

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

53 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that
54 unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain
55 the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

56 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect
57 Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance
58 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

59 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by Tenant
60 substantially comply with the rules will be a breach of this Agreement and may result in the eviction of Tenant. Landlord may amend the rules to provide for new
61 added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's
62 use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and
63 the time of the signing of this Agreement.

64 **ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION:** Landlord may, but is not required to, provide the following information and
65 documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a security deposit and
66 documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve

LANDLORD: Sauvito Properties, LLC

Agent for Patricia Wilber

service of 414 562 7653 (phone)

process 1240 W. L. Horton (address) GA (state) 5322 (zip)

Butler (city, village, town) GA (state) 5322 (zip)

Agent for SAMS (name)

maintenance, _____ (phone) _____ (e-mail)

management, _____ (address)

& collection of rents _____ (city, village, town) _____ (state) _____ (zip)

TERM: (Strike either (a) or (b) after complete date.)

(a) Month to month beginning on 10-1-26

(b) For a term of _____ months beginning on _____

and ending on 3-31-27 at 12:00 noon

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.

UTILITIES: Check if paid by:

	Landlord	Tenant
Electricity	☐	☒
Gas	☐	☒
Heat	☐	☒
Air Conditioning	☐	☒
Sewer/Water	☒	☐
Hot Water	☒	☐
Trash	☒	☐
Other	☐	☐

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations:

Trash _____
Other _____

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

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

69 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before vacating 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.

71 *Time is of the essence means that a deadline must be strictly followed.*

72 **SPECIAL PROVISIONS:** Security Deposit Refill 700.00

74 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

76 **Pets and water beds are not permitted unless indicated otherwise in writing.**

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS

See reverse side for additional provisions

78 **OWNER / AGENT OF OWNER**

Signature: _____
Print Name: _____

79 **TENANT(S)**

80 **Signature:** _____

81 **Print Name:** _____

82 **Signature:** _____

83 **Print Name:** _____

date

date

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

date

date