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WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road, Madison, Wisconsin 53704

RESIDENTIAL LEASE

This Lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

PARTIES

TENANT(S): Coulee Cap (Christopher Jacobus)

LANDLORD: Elite Homes & Holdings

Address: c/o 1400 Pine Street, La Crosse, WI 54601

Landlord's Agent for maintenance, management, service of process and collection of rent - (Note in "Special Conditions" if more than one agent): Munson Realty, Inc.

Address: 1400 Pine Street, La Crosse, WI 54601 (608) 785-7187

PREMISES

PREMISES - Street Address: 617 Mill St

City/State/Zip: La Crosse, WI 54603

Apartment/Unit/No.:

RENTAL TERM

First Day of Term: Jan. 10, 2025 Last Day of Term: Jan. 24, 2026 by Noon

This agreement is only for the stated term and is automatically renewable. This lease shall be automatically renewed, without notice from either party; on identical terms, except that it shall be a month-to-month tenancy with a 60 day notice to vacate required.

UTILITIES

Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water	Unit Gas	Air Conditioning	Hot Water	Trash/Recycling
Included in Rent							✓
Separately Metered	✓	✓		✓	✓	✓	
Cost Allocation *			1/4				

* Explain in Special Conditions Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Lease.

RENT

Rent Amount $ 795 per Month due on or before the 1st (first) day of each Month, Rent checks shall be made payable to ~~(Landlord)~~ (Landlord's Agent) [STRIKE ONE] and mailed or delivered to ~~(Landlord)~~ (Landlord's Agent) [STRIKE ONE]. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

SECURITY DEPOSIT

Upon execution of this Lease, Tenant agrees to pay a security deposit in the amount of $ 1,590 (795 x 2) to be held by Landlord: Elite Homes & Holdings. Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises as established in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

CHECK-IN SHEET

Tenant acknowledges that when Tenant commences his or her occupancy of the Premises, Landlord is required to provide a check-in sheet. Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the check-in sheet and return it to Landlord. A check-in sheet is not required for the rental of a plot of ground on which a manufactured home or a mobile home may be located [per Wis. Stat. § 704.08].

SPECIAL CONDITIONS

Special Conditions: A 60-day notice to vacate is required, if no notice is received, this lease will automatically renew on a month-to-month basis and rent will increase by 5%.

Any rent received after the 3rd day of the month will result in a $10 per day administrative fee until paid in full.

** the water bill above includes sewer charges (water/sewer) Tenant Initials: DW

LANDLORD'S RIGHT TO ENTER

Landlord may enter the Premises occupied by the Tenant, at reasonable times with at least 12 hours advance notice, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

MITIGATION; ABANDONMENT; PERSONAL PROPERTY

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Lease through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in rerenting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to rerent the Premises. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].

SALE OF PREMISES

Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Lease.

LEAD-BASED PAINT PROVISIONS (If Premises is "target property" constructed before 1978.)

Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the *Protect Your Family From Lead In Your Home Pamphlet* (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify the Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

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"NON STANDARD RENTRAL PROVISIONS"
ADDENDUM TO LEASE

A.) Tenants are responsible for changing all furnace filters, 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 any and all costs incurred. If not paid when due, charges shall be deducted from the security deposit.

ON
Tenant(s) initials

B.) 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 x's greater than a month of rent. (strike if not applicable).

ON
Tenant(s) initials

C.) All rents are due on the first of the month, if rent is more than three days late, a charge of $10.00 per day late fee will be charged or the maximum allowed by law, whichever is less. If not paid when due, it shall be deducted from the security deposit. ON
Tenant(s) initials

D.) Tenants are responsible for keeping premises sufficiently heated in the winter (no less than 63 degrees) to avoid freezing pipes, etc. Tenants will also be responsible for restarting of the furnace or thawing and/or repairing frozen pipes in the event that the fuel gauge was not watched closely enough and the tank ran out of oil. If this should happen after the oil company's business hours and an added fee is incurred, this shall be the responsibility of the tenants. All charges above may be charged against the security deposit. ON
Tenant(s) initials

E.) 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.

ON
Tenant(s) initials

F.) 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 costs can be charged against the security deposit.

ON
Tenant(s) initials

G.) There shall be a charge for actual out of pocket expenses and an hourly rate of $65.00 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.

ON
Tenant(s) initials

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P.) 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.

ON
Tenant(s) initials

Q.) Any tenant intending on subleasing for any amount of time will be charged an administration fee of $95 per sublease agreement. The sublease will not be valid until the administrative fee is paid in full.

Tenant(s) initials

R.) Quality Apartment Services, LLC; a sub-company of Munson Realty, Inc. bills at a rate of $65/hr. for any damages caused by tenants (beyond normal wear and tear) as well as for tenant requested maintenance.

ON
Tenant(s) initials

S.) 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 (beds, couches, boxes etc.) And other hazardous materials shall not be placed out for collection or inside of bins or dumpsters.** These items must be hauled to the refuse center. **Tenants will be charged $200** if caught placing these items out for collection.
e. Recyclables shall only be placed in proper recycling containers and shall be separated from other garbage.

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.

It is further the tenants' 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.

ON
Tenant(s) initials

T.) The tenant(s) agrees that in the event an eviction is filed upon them; they must remove their personal belongings from the property within 7 days of the eviction being served. After 7 days; the landlord is allowed to dispose of the tenant(s) belongings left in the property how the landlord sees fit.

ON
Tenant(s) initials

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H.) Tenants agree **not** to have ¼ or ½ barrels in the apartment/house or on the premises. Tenant also agrees not to have a hot tub on the premises.

I.) Tenants are responsible for all damaged screens, windows, doors and glass regardless of cause, unless it is weather related.

J.) 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 tenants security deposit.

K.) If the property related to this lease requires parking permits, tenant 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.

L.) Landlord recommends that the tenant buy renters insurance. The building owner's or manager's insurance does not cover loss of tenants personal property.

M.) No animals are allowed on the premises without written consent of the landlord. All tenants are subject to a $200 penalty fee for any animal brought onto the premises without prior Management authorization. This applies to all visiting animals and tenants who are pet sitting.

N.) No outdoor play equipment shall be kept outside without written permission from management. This includes basketball hoops, play sets, pools, trampolines, etc. **Fire pits are not allowed** unless approved by the landlord. Tenants will be charged a $100 fine for an unauthorized fire pit on the premises.

O.) Televisions may never be mounted on any wall surface. There will be a $250 penalty plus any additional costs for repair for each mounted television installed on the premises without permission from the landlord.

P.) Tenants shall not remove window screens, blinds, closet doors, room doors etc. without owner's consent. You are financially responsible for replacement or repair to any of these items at a rate of $65/hour plus materials.

ON

Tenant(s) initials

CHECK IF APPLICABLE

✓ TENANTS PAY ALL UTILITIES

✓ TENANTS SHARE THE UTILITIES, THEIR PORTION TO BE PAID PROMPTLY TO THE LANDLORD

✓ TENANTS PAY WATER AND SEWER

✓ TENANTS WHO INTEND TO SUBLEASE THEIR UNIT **MUST PAY THEIR RENTS IN ADVANCE** TO THE LANDLORD.

____ THE ADDITIONAL SECURITY DEPOSIT **IS TO BE PAID NO LATER THAN NOVEMBER 15, 20____**. THE $10.00 PER DAY LATE FEE WILL BE CHARGED IF NOT PAID WHEN DUE.

ON

Tenant(s) initials

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NOTICE TO TENANT

Sec. 943.215, WIS. STATS., provides that a tenant of residential property who "intentionally absconds without paying all current and past rent "due", is guilty of a Class "A" Misdemeanor, providing potential penalties of a fine not to exceed ($10,000 or imprisonment for not more than nine (9) months, or both. It is a defense to prosecution for a tenant(s) to:

1. Provide the landlord with a security deposit equaling or exceeding the amount owed regarding rent and damage to property; or

2. Within five (5) days after the day the rental premises are vacated, to pay all current and past rent due, provide the landlord, in writing, a complete and accurate forwarding address.

This statement is intended to put you on notice of your obligation to make payment of all rent due and of the potential consequences for failure to meet this obligation.

ADKNOWLEDGEMENT BY TENANT

I acknowledge that I have read and understand the statement above regarding my obligations under the Wisconsin Rental Absconding Law. I understand that I can be subject to criminal penalties if I fail to make full payment of all past and present rent upon vacating the rental premises.

I further understand that if I leave the premises without having paid present and past due rent, I must do one of the following:

1. Provide the landlord with a security deposit equaling or exceeding the rent owed or damage to property prior to leaving the rental premises, or

2. Within five (5) days after leaving the rental premises, I must pay all current and past rent due or provide the landlord in writing, a complete and accurate forwarding address.

ON

TENANT(S) INITIALS

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ADDENDUM TO LEASE

3.27 USE OF CERTAIN COOKING EQUIPMENT ON OR BELOW WOODEN DECKS IN MULTI-FAMILY DWELLINGS, HOTELS AND MOTELS.

The use of charcoal burning or other fuel-burning cooking equipment on or below wooden decks outside any multi-family dwelling, hotel or motel shall be prohibited. The provisions of this section shall not apply to townhouses, row houses, hotels, motels or other multi-family dwellings share all dwelling units or lodging rooms are side-by-side and none are superimposed above another (ord. #3159 created 7/13/89). **No grills shall be used in any interior spaces.**

3.28 PENALTIES

Any person violating any provision of this Chapter, including those provisions of the Wis. States, Wisconsin Administrative Code, or other materials which are incorporated by reference, shall upon conviction thereof forfeit no less than $20.00 nor more than $1,000.00 and the costs of prosecution, and in default of payments of such forfeiture and the cost of prosecution shall be imprisoned in the County Jail until payment of such forfeiture and the costs of prosecution, but not exceeding 90 days for each violation, provided, however, that in no case shall the forfeiture imposed for a violation of any provision of this section exceeds the maximum fine for the same offense under the laws of the State of Wisconsin.

I, the undersigned, have read and understand the above statement. I will make my roommate(s) aware of the above statement and of the penalties if we do not comply.

_____	_____
TENANT	DATE
Danielle Nelles	1.10.2025
TENANT	DATE
_____	_____
TENANT	DATE
_____	_____
TENANT	DATE
_____	_____
TENANT	DATE

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SECURITY DEPOSIT AGREEMENT

THIS IS NOT A RENT RECEIPT OR A SECURITY DEPOSIT RECEIPT.

DATE January 10th, 20 25 ADDRESS C/17 Wall St.

NAME(S)

Coulee Cap

DEPOSIT TO BE PAID PER LEASE $ 795 x 2

ADDITIONAL DEPOSIT TO BE PAID NO LATER THAN NOV. 15, 20____ $ —

TOTAL DEPOSIT TO BE HELD FOR THIS UNIT WHEN PAID IN FULL $ 1,590

I/WE AGREE THAT THE ADDITIONAL DEPOSIT CAN **NOT** BE PAID ONLINE AND MUST BE PAID DIRECTLY TO MUNSON REALTY WITH A CHECK OR MONEY ORDER

N/A

(TENANT INITIALS)

Manager agrees that subject to conditions listed below, this security deposit will be returned in full.

Deborah Munson

Manager

Elite Homes + Holdings

Owner

Undersigned agree that security deposit will not be used as rent, and that the full monthly rent will be paid on/before the first day of every month of occupancy. Undersigned also agree to all the terms and conditions for release of the security deposit listed in this agreement.

Danielle Nelles

Tenant(s) Signature(s)

Release of the security deposit is subject to the following rules listed on the back side of this agreement. A portion or all of the deposit may be withheld for any loss caused by one or more violations of the rules contained herein or any other lease and/or addendum provision. **This agreement will go into force at such time as the security deposit is paid.** Munson Realty, Inc. does not retain possession of the security deposits or control the return of the deposits. All deposits are held by the owner and the responsibility for return of the deposit is the owner's.

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MOLD AND MILDEW ADDENDUM

This addendum is an agreement between Munson Realty, Inc. and the residents:

Coulee Cap .

Residing at: C617 Wall St. .

This agreement is made on: 1.10.2025 and is effective for the full tem of the occupancy.

Molds grow best in warm, damp, and humid conditions. Reducing moisture and proper housekeeping significantly reduces the chances of mold growth.

RESIDENTS AGREE TO:

- Keep the apartment properly ventilated by periodically opening windows during dry, mild weather only and allowing circulation of fresh air. Do not open windows on cold days when temperatures are below 50 degrees.
- Keep the premises clean and regularly dusted and vacuumed.
- Be mindful of cooking and boiling water as it can put several pints of water into the air per day.
- Keep bedroom and closet doors ajar for proper circulation-do not over stuff closets.
- Use exhaust fans when showering/bathing and leave the fan on and the bathroom door open for a minimum of 30-40 minutes after to remove moisture/humidity.
- Wipe down any and all visible moisture on walls, windows, sills, mirrors, glass, appliances, kitchen and bathroom fixtures, etc. as soon as it is noticed. Check for moisture daily. Hang shower curtain inside the tub when showering.
- Open blinds and curtains regularly to allow light into the premises and keep airflow circulating. No curtains or blinds should be sealed or tight to the window sill at any time. Drapes and other window coverings contribute to the problem by restricting the flow of warm air over the glass fixture.
- Do not keep any items pressed up against an outside wall including, curtains, blinds, furniture, boxes, blankets, rugs, etc. Keep outside walls open for proper airflow.
- Use a dehumidifier to remove moisture from you home if it is still humid. Water must be drained from de-humidifiers every hour.
- Do not put plastic over your air conditioner in the winter. Proper air flow and ventilation is required.

Humidifiers will only be used if absolutely necessary. They will then only be used in the center of a room, at least 3 feet from walls with the interior unit doors open at all times.

Report in writing to management as soon as these items are noticed:

- All air conditioner leaks or moisture condensation
- Leaky faucets, toilets or plumbing.

IF MOLD HAS OCCURRED ON THE SURFACE OF WALLS, TILE, PLASTIC, CAULK, OR VINYL FLOORING AS A RESULT OF HIGH HUMIDITY AND IMPROPER AIR FLOW, THE RESIDENT AGREES TO CLEAN THIS AREA WITH SOAP, WATER, AND UNDILUTED WHITE VINEGAR OR A SIMILAR DISINFECTANT

Munson Realty, Inc. reserves the right to terminate the tenancy for those not following the rules to this addendum. Residents agree to vacate the dwelling unit in which pose a safety or health hazard to the resident or other persons and/or if the residents actions, or inactions, are causing a condition which is conductive to mold growth. If resident fails to comply with these procedures and policies the resident can be held responsible for property damage to the dwelling and any health problems that may result. Failure to comply with these items may result in eviction and/or non-renewal of lease.

X Danielle Nelles . X .

X . X .

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⇨ 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally-approved pamphlet on lead poisoning prevention.

Landlord's Disclosure -- initial either blank (a) or (b)

____ (a) Presence of lead-based paint or lead-based paint hazards -- **check one box below:**

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing -- explain:

_____

_____

☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

X (b) Records and reports available to the Landlord -- **check appropriate boxes below:**

☐ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing -- **list documents below:**

_____

_____

☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

☒ Landlord has provided tenant with a pamphlet entitled *"Protect Your Family from Lead in Your Home."*

Tenant's Acknowledgment -- initial blank:

ON (c) Tenant has received copies of all information listed above.

Agent for Landlord's Acknowledgment -- initial blank *(if applicable)*:

DM (d) Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate -- **signatures:**

Donald Munson 1/14/25
Landlord Date

Daniella Nelles 1.10.2025
Tenant Date

Donald Munson 1/14/25
Agent for Landlord *(if applicable)* Date

_____ _____
Tenant Date

SSL