LEASE

LANDLORD(s): **Dakota and Callie Lemley**

TENANT(S):

LEASED PREMISE:
Address: 966 S. 58th Street
Unit #: lower
City: West Allis
State: WI
Zip Code: 53214

1) Brittany Doig
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LANDLORD'S AGENT FOR COLLECTION OF RENT AND OTHER PAYMENTS; SERVICE OF PROCESS; AND MANAGER:

Dakota Lemley
W379S4728 E. Pretty Lake Rd
Dousman, WI 53118
Phone: **219-455-2558**
Emergency: **262-391-3488**
Email: **Lemleykody@gmail.com**

THE ABOVE NAMED LANDLORD AND TENANT (REFERRED TO IN THE SINGULAR WHETHER ONE OR MORE) DO HEREBY AGREE AS FOLLOWS:

1. PAYMENTS AND TERM OF LEASE: Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord the above-described premises to be used only for normal residential purposes, and said premises (the "Leased Premises") are not to be occupied by persons other than the Tenant and the additional persons specified above. That if any persons other than those listed above occupy the leased premises for a period of more than five (5) days or a portion of said days within any month of the term of this Lease or any renewals or extensions thereof, without prior written consent of the Landlord, the Tenant shall pay to the Landlord as additional rent for said month twenty dollars ($20.00) per person for each day or portion thereof beyond said five (5) days the premises is so occupied. Said rent shall be due in payable on the first day of the month next succeeding such occupancy. No guests of the Tenant may occupy the leased premises in the absence of the Tenant or for more than five (5) days within any month of the term of this Lease or any renewals or extensions thereof, without the prior written consent of Landlord. Landlord, by collecting said additional rent, does not waive Landlord's right to terminate Tenant's tenancy based upon a breach of the occupancy clause.

A. Lease Term: 12 months

A. First day of Lease term: June 1st, 2026 Time: Noon C. Last day of Lease term: June 1st, 2027 Time: Noon

If actual commencement of occupancy of the Lease Premises is delayed because of construction, or the holding over of a prior tenant, Landlord shall not be liable to Tenant in any respect for such delay, and this Lease shall remain in full force and effect, subject to the following: (1) The rent shall be abated on a daily basis during each and every day of such delay, and (2) in the event such delay continues for three or more days, Tenant may terminate the Lease by giving notice in writing to the Landlord no later than the fifth day of such delay, whereupon Tenant shall be entitled only to a refund of the refundable portion of the Tenant's Security Deposit, and the refundable portion of any earnest money or prepaid rent paid. The above-stated terms apply solely to events of holding over and construction delays, and specifically exclude items of cleaning or minor repairs which appear on the Apartment Inspection Checklist.

TENANT SHALL FURNISH TO LANDLORD, NOT LATER THAN 60 DAYS PRIOR TO THE LEASE EXPIRATION DATE, WRITTEN NOTICE AS TO THEIR INTENT TO EITHER RENEW THE EXISTING LEASE UPON THE TERMS TO BE AGREED UPON BY THE PARTIES HERETO OR VACATE THE LEASED PREMISES. SUBJECT TO LANDLORD'S MITIGATION OBLIGATIONS AND OTHER PROVISIONS OF WISCONSIN LAW, IF TENANT FAILS TO TIMELY FURNISH SAID WRITTEN NOTICE, THEN LANDLORD SHALL BE ENTITLED TO CHARGE FOR UP TO AN ADDITIONAL TWO (2) MONTH'S RENT FOLLOWING THE EXPIRATION DATE OF THE LEASE PLUS OTHER HOLDOVER REMEDIES PROVIDED FOR BY LAW.

0. The monthly rent to be paid during the term of this lease shall be **$1300.00** paid by manual check or Venmo. The total rent payable for the term of this Lease shall equal the monthly rent times the number of months in the term. If the term of this Lease shall not begin on the first day of a month, then the total rent payable shall be adjusted pro-rata to reflect the number of days in the first partial month, except if provided otherwise herein.

1.3 The monthly rent is due on the FIRST DAY of each and every month during the lease term

0. All payments must be received on or before the date due and shall be delivered personally or mailed to the above-named Agent for Collection of Rents or such other agent as the Landlord may designate in written notice to Tenant. All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Lease and all other terms and conditions.

0. There is 1 garage parking space that is included with this lease. This Lease shall not entitle Tenant to the use of any garage parking spaces unless Landlord and Tenant enter into a separate agreement for rental of the additional parking space(s), which parking agreement shall automatically terminate upon the termination of this Lease. Tenant agrees to abide by all Parking Rules and Regulations.

0. Tenant shall pay the following utilities to the last day of the Lease term or extension thereof: Heat, Gas: Electricity. In the event Tenant fails to pay any utility charges when due, then Landlord, at Landlord's option, may pay said past due utility charges and Tenant shall indemnify Landlord upon billing for any amounts it shall pay on behalf of Tenant. Tenant shall furnish and pay all charges for telephone and cable services.

0. If any installment of rent or other charge is received later than 5:00 P.M. on the fifth day after the same is due, there shall be a late charge to the Tenant of **Fifty Dollars ($50.00)**. The preceding sentence shall not be construed or interpreted as being a grace period for payments due herein, and it is expressly understood that all rental and other payments by Tenant shall be due and payable on the First day of each month, and time is of the essence with respect to such payments.

0. Any amount due herein shall not be deemed to be paid until the funds are deposited or the check given therefore shall clear the bank upon which it was drawn. If Tenant's payment is made by check, and the check fails to clear the bank, a service charge of **$50.00** will be assessed in addition to any late charges referred to in the preceding paragraph.

0. SECURITY DEPOSIT.

1. Tenant has paid a security deposit in the amount of **$1300** Security deposit shall be refunded to Tenant when Tenant surrenders said premises, subject to the conditions hereinafter set forth.

0. **Tenant shall have seven (7) days after date of occupancy to make an inspection of said premises and shall complete and sign the Apartment Inspection Report and Smoke Detector Inspection Report which is provided herewith listing therein, among other things asked for, any defects or needed repairs in or about the premises. Tenant is responsible for giving notice to Landlord of any required service.**

0. Said premises shall be left by Tenant in a clean and undamaged condition, which shall include, without limitation, the windows, oven, refrigerator, sinks, toilets, showers, bathtubs, flooring and all carpeting, which shall be professionally cleaned by a qualified contractor. The cost or estimate or repairing any damage to said premises which is not listed in the Apartment Inspection Report shall be deducted from the security deposit, as will be the cost of restoring the premises to a clean and rentable condition, normal wear and tear excepted. All costs not identified on the Apartment Inspection Report shall be charged at $45.00 per hour for labor, and actual costs of materials required (if not left in same condition). **(Tenant must initial this clause.)** BD

0. Subject to the provisions of Wisconsin Law, all other charges not paid currently shall also be deducted from the security deposit.

0. **TENANT IS NOT ALLOWED TO SUBSTITUTE OR APPLY THE SECURITY DEPOSIT FOR RENT OR OTHER CHARGES OWING.**

0. Tenant shall, in writing and prior to surrendering said premises, provide Landlord with and address to which the refundable portion of the security deposit may be returned to Tenant. Landlord shall, within twenty-one (21) days after Tenant surrenders said premises, return the refundable portion of said security deposit to Tenant at the written address provided for such refund or at Tenant's last known address, providing therewith a written statement accounting for any amounts withheld. In Landlord's discretion, deposit refund checks will be made payable to all tenants on the Lease.

0. **OBLIGATIONS OF TENANT.** During the Lease term, as a condition to Tenant's continuing right to use and occupy the premises, and in addition to other obligations imposed upon Tenant by law and by this Lease, Tenant agrees as follows:

1. **No Pets.** Tenant shall not keep at any time, for any length of time, in or about said premises and cats, dogs, fowl, fish, other animals, birds, or stray animals on the premises without the prior written consent of Landlord. Any Tenant found to have had any an unauthorized animal on the premises shall be charged a fee to de-flea, shampoo, and deodorize the premises.

0. **Use Restrictions.** Tenant shall not permit the premises to be used for any immoral or unlawful purpose or any purpose that will, in the sole judgment and discretion of Landlord, injure the reputation of the premises or the building of which premises is a part. Tenant shall not use or keep in or about the premises any article or thing which would in any manner increase the risk of fire or conflict with any fire laws or regulations of the fire department, or increase the rate of any insurance on said building or apartment. Tenant shall not permit the premises to be used for the operation of any business.

0. **Landlord not liable for property damage or loss.** Tenant expressly agrees that Landlord shall not be liable to Tenant or others, including Tenant's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause whatsoever, other than the negligent acts of the Landlord. **It is the responsibility of the Tenant to provide insurance for their material property.**

0. Landlord not responsible for personal injury. Tenant expressly agrees that Landlord shall not be liable for any injuries to the person of Tenant or others, including Tenants occupants, guests, and invitees, from any cause whatsoever other than the negligence of Landlord. **It is the responsibility of the Tenant to provide insurance for their liability covering the leased premises.**

Landlord not responsible for personal injury in regard to weather such as snow, ice, hail, and rain. Tenant expressly agrees that Landlord shall not be liable for any injuries to the person of Tenant or others, including Tenants occupants, guests, and invitees, from any cause such as slipping and falling due to weather conditions. **It is the responsibility of the Tenant to shovel snow and salt stairways and walkways to limit any ice.**
(Tenant must initial this clause.) BO

Landlord is not responsible for maintaining grass on premises. Lower tenant has agreed to maintain grass on property.

0. Tenant to keep premises clean and in good repair. Tenant shall keep the premises in a clean, tenantable condition and in as good repair as at the beginning of the Lease term, normal wear and tear excepted.

0. Tenant responsible for acts and breaches of Lease by Tenant and Tenant's occupants, guests, and invitees. Tenant shall be responsible for all intentional and negligent acts or breaches of this Lease or the Rules and Regulations by Tenant, Tenant's occupants, guests, and invitees. Tenant shall be liable for all damage to the premises and appliances and equipment belonging thereto, including common areas in any way caused by the acts of Tenant, Tenant's occupants, guests, and invitees

0. No noise or disturbance allowed. Tenant, Tenant's occupants, guests, and invitees shall not become intoxicated, disorderly, harass, or solicit residents, their guests, or others, create or cause any odors or create or permit any unnecessary, unreasonable or improper noise or disturbance in or about the premises or the building of which the premises are a part, including, and not by way of limitation, the operation of a radio or television set or playing of a musical instrument or singing in a manner, or at times, which might be objectionable to other tenants.

0. Garbage disposal and recycling. All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. Trash shall not be placed on the ground or in full dumpsters. Tenant shall not litter or place any trash in or about the Building. Tenant shall comply with any recycling rules, regulations and ordinances imposed.

0. Parking restrictions. Where parking is allowed, Tenant shall at all times park vehicles only in a proper manner upon the terms and conditions of the Rules and Regulations attached hereto and shall not obstruct or interfere with the ingress or egress of others.

0. Assignment and Subletting. Tenant may not assign this Lease nor sublet all or part of the premises or parking areas without Landlord's prior written consent.

0. Written consent needed for altering or decorating. Tenant shall not alter or decorate said premises without prior written consent of Landlord. All alterations to premises, including, and not by way of limitation, painting and wallpapering, shall remain for the benefit of Landlord and the cost of removal and repair shall be at the expense of Tenant, unless otherwise provided for in said consent. All work after any such consent is given shall be done in a satisfactory and workmanlike manner and with satisfactory materials subject to the written approval of Landlord.

0. Tenant liable for damage by fastening to premises – nothing to be attached to the exterior. Tenant shall not drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions, or woodwork of said premises, or allow the same to be done without prior written consent of Landlord. Tenant may use regular picture hangers when hanging pictures on walls only if the holes are patched prior to termination of the Lease. In any case Tenant agrees to be responsible for any damage done and will pay for the same. GUMMED OR ADHESIVE HANGERS ARE NOT TO BE USED. Nothing whatsoever shall be attached or affixed to the exterior of said premises, whether permanent or otherwise, without prior written consent of Landlord. Landlord is hereby authorized to remove, at the expense of Tenant, and such apparatus erected without such written consent.

0. Tenant's interference or tampering with building apparatus/controls prohibited. Tenant shall not meddle with or interfere in any way with any part of the heating, lighting, plumbing, electrical, smoke and fire detection or other life safety devices, refrigerating or laundry apparatus or controls in or about the leased premises or the building containing said equipment. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the leased premises without the prior written consent of the Landlord. The Landlord is authorized to remove, at the expense of Tenant, any such apparatus erected without such written consent.

0. Conservation and minimum heat. Tenant shall use best efforts to conserve water, heat and electricity and shall report leaks, running toilets and faucets to Landlord. Tenant shall maintain the premises thermostat at a temperature of at least 60 degrees Fahrenheit at all times.

0. LANDLORD'S RIGHTS. In addition to other rights provided for pursuant to this Lease or by law, Landlord shall have the following rights:

1. Right to regulate telephone, television and electrical outlet installation. If Tenant shall desire telephone, television or electrical connections, Landlord shall direct the technicians as to where and how wires are to be introduced, and without such direction not boring or cutting for wires shall be permitted.

0. Right to enter premises. Landlord may, at any reasonable time authorized by law, enter said premises for the purposes of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law.

0. Right to dispose of property left on premises. If Tenant shall leave any property on the premises after vacation or abandonment of the premises, Landlord shall have the right to dispose of said property as provided by Wisconsin State St. 704.05(5). Personal property stored and/or left in common area will be confiscated and disposed of.

0. Right to arbitrate disputes. Any dispute which shall arise between Tenant and other tenants of the same property, in the matter of the use of the premises or any part thereof, shall be submitted to the arbitration of Landlord whose decision shall be final between them. This clause does not limit Tenant(s) from seeking remedies in the court system for claims against another Tenant, but Landlord shall be held harmless by Tenant(s) for and against any claims, liabilities, or demands arising out of or in any way pertaining to said claims between tenants.

0. Right to put up "For Rent" notice. Landlord may, at any time, place the usual notice of "For Rent" upon the walls, doors or windows of said premises or the building in which the premises are located, and said notice shall remain thereon without hindrance or molestation.

0. DUTY TO OBSERVE RULES. Tenant shall observe and comply with the Rules and Regulations established by Landlord, a copy of said Rules and Regulations being attached hereto and incorporated herein by reference. Landlord reserves the right to amend said Rules and Regulations at any time upon 28 days written notice to Tenant. Any violation of Rules and Regulations shall be deemed to be a breach of this Lease.

0. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. Subject to Wisconsin Law, in the event that the Leased premises suffers casualty loss or damage as a result of fire or other casualty, and in the event that, as a result of said loss or damage, the Leased premises are rendered uninhabitable, and in the event the premises may be restored or the damages repaired, this Lease and the liability for rent shall continue, except that said liability for rent shall be abated during any period or repair or reconstruction. In the event the premises cannot be repaired within sixty (60) days from the happening of such injury, then this Lease shall cease and terminate from the date of such injury. Said liability for rent shall not abate if the loss, damages or injury to the demised premises is caused by the negligence of Tenant, Tenant's occupants, guests or invitees.

0. SURRENDER AT TERMINATION. Upon termination of this Lease, whether by lapse of time or otherwise, Tenant shall surrender the leased premises to Landlord, maintained in the manner herein required. If Tenant retains possession of the lease premises or any part thereof after the termination of this Lease, whether terminated by lapse of time or otherwise, then in addition to its other rights and remedies provided by law, Landlord may treat such retention of possession as constituting a renewal of this Lease, and so bind Tenant, on a month-to-month basis on the same terms and conditions as expressed herein, except that the monthly rent shall automatically be increased to twice the rent in effect for the month immediately preceding the commencement of the holding over. The provisions of this paragraph do not exclude Landlord's rights of re-entry or any other rights or remedies provided or allowed by law herein.

TENANT SHALL FURNISH TO LANDLORD, NOT LATER THAN 60 DAYS PRIOR TO THE LEASE EXPIRATION DATE, WRITTEN NOTICE AS TO THEIR INTENT TO EITHER RENEW THE EXISTING LEASE UPON THE TERMS TO BE AGREED UPON BY THE PARTIES HERETO OR VACATE THE LEASED PREMISES. SUBJECT TO LANDLORD'S MITIGATION OBLIGATIONS AND OTHER PROVISIONS OF WISCONSIN LAW, IF TENANT FAILS TO TIMELY FURNISH SAID WRITTEN NOTICE, THEN LANDLORD SHALL BE ENTITLED TO CHARGE FOR UP TO AN ADDITIONAL TWO (2) MONTH'S RENT FOLLOWING THE EXPIRATION DATE OF THE LEASE PLUS OTHER HOLDOVER REMEDIES PROVIDED FOR BY LAW.

0. MISCELLANEOUS PROVISIONS.

1. Landlord shall not be liable for any damage not caused by Landlord's negligence which Tenant may sustain from: (a) Theft or burglary in or about the premises; (b) Delay or interruption in any service; (c Fire, water, rain, frost, snow, gas or odors or fumes from any source whatsoever and from injury or damage caused by leaking or bursting pipes or failure or backing up sewer drains and pipes; (d) Any injury to any person or damage to any property; or (e) Failure to keep said premises and appliances and equipment therein in good repair.

0. Any security devices or services provided by Landlord or others either directly to the lease premises or for the rental complex of which the leased premises are a part are provided strictly at the option of Landlord shall not be responsible for any losses to Tenant which may result in any way due to a breakdown or a discontinuance of said system, or a failure to repair same. No contract for, or obligation to provide, a security service is created by this Lease. Any agreement to provide such service shall be made by Tenant with an independent contractor not affiliated with Landlord. Tenant hereby indemnifies and holds harmless Landlord from any claims, losses, liabilities, or demands arising out of or in any way pertaining to security services provided by others.

0. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent or similar act by Tenant.

0. Severability. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provisions.

0. Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

0. Successors. The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, personal representatives, successors, beneficiaries and assigns.

0. Tenant Information. If Tenant supplied information to Landlord by means of a rental application or similar instrument, Tenant warrants and represents that all such information was given voluntarily by Tenant, and, if such information proves to be false or misleading, acknowledges that Landlord shall have the right to immediately terminate this Lease, in which event Tenant shall immediately surrender the premises to Landlord.

0. General. No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Landlord and Tenant. In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of this Lease. Each Tenant warrants that he or she is of legal age to enter this Lease. Time is of the essence with respect to the performance of all obligations of Tenant stated herein.

0. DEFAULT.

Should Tenant fail to pay any installment of rent or other charges when due, Landlord may give Tenant written notice of such default, served upon Tenant pursuant to methods of service allowed for by law, requiring Tenant to pay the rent or other charges due or vacate the premises on or before a date at least five (5) days after the service of such notice and, if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from said premises without limiting the liability of Tenant for the rent or other charges due or to become due under this Lease. If Tenant has been given such a notice and has remedied said default or been permitted to remain in the premises and, within one year of such previous default, Tenant fails to pay a subsequent installment of rent or other charges when due, this tenancy may be terminated if, while Tenant is in default in payment of rent or other charges, Landlord serves Tenant with written notice to vacate the premises on or before a date at least fourteen (14) days after service of this notice, without limiting the liability of the Tenant for the rent or other charges due or to become due under this Lease.

Should Tenant neglect or fail to perform and observe any of the terms and conditions of this Lease, other than for payment of rent or other charges, Landlord may give Tenant written notice of such breach, served upon Tenant pursuant to methods of service allowed by law, requiring Tenant to remedy the breach or vacate the premises on or before a date at least five (5) days after the service of such notice and, if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from said premises without limiting the liability of Tenant for the rent or other charges due or to become due under this Lease. If Tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises and, within one year of such previous breach, Tenant commits the same or any other breach of the terms and conditions of this Lease, other than for payment of rent, this tenancy may be terminated if, before the breach has been remedied, Landlord serves Tenant with written notice to vacate the premises on or before a date at least fourteen (14) days after service of the notice, without limiting the liability of the Tenant for the rent or other charges due or to become due under this Lease.

Should a Tenant on a month-to-month or week-to-week tenancy neglect or fail to perform and observe any of the terms and conditions of this Lease, including payment of rent, Landlord may, before the breach has been remedied, utilize either the five (5) day or fourteen (14) day notice procedure described herein to terminate the tenancy of Tenant, and any such termination of tenancy shall not limit the liability of Tenant for the rent or other charges due or to become due under this Lease.

No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises, shall reinstate, continue or extend the term of this Lease or affect or constitute a waiver of Landlord's rights pursuant to any such notice, demand or suit

All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of Landlord to enforce any of its rights or remedies in connection with any default at any subsequent date. Any action taken by Landlord under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of Tenant's interest under this Lease, or to repossess itself the Leased Premises, shall not, in any event, release or relieve Tenant from its continuing obligations hereunder, including, and not by way of limitation, Tenant's continuing obligation to make payments herein provided.

0. LIENS OR SALES. Landlord may encumber the Leased Premises and/or the apartment community by mortgage(s) and/or deed(s) of trust and for any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Tenant herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute constructive eviction of Tenant and Tenant agree(s) to the purchaser at such foreclosure or sale as if this Lease or any other obligations of Tenant hereunder, but upon such sale Landlord shall be released from all obligations hereunder and shall look solely to the new owner of the apartment community for the performance of duties of Landlord hereunder from and after the date of such sale.

0. DEFINITION OF Landlord AND Tenant. The terms "Landlord" and "Tenant" when used herein shall be taken to mean either singular or plural, masculine or feminine, or as the case may be, and the provisions of this Lease shall bind the parties, their heirs, personal representatives, successors, assigns, occupants, guests, and invitees. Notwithstanding the provisions of the preceding sentence, if Landlord transfers its interest in the premises or to this Lease, Landlord shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

THE UNDERSIGNED HAVE READ THE FOREGOING LEASE AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS; AND HAVE READ THE RULES AND REGULATIONS SET FORTH HEREAFTER ON THIS AND THE FOLLOWING PAGE(S) AND AGREE TO ABIDE BY THEM AS A PART OF THE LEASE:

[signature] 6/1/26

Tenant(s) Date

[signature] 6-1-26

Landlord Date

RULES AND REGULATIONS

1. TENANT, TENANT'S OCCUPANTS, GUESTS AND INVITEES SHALL NOT BECOME INTOXICATED, DISORDERLY, HARASS OR SOLICIT RESIDENTS, THEIR GUESTS, OR OTHERS, CREATE OR PERMIT ANY UNNECESSARY, UNREASONABLE OR IMPROPER NOISE OR DISTURBANCE IN OR ABOUT THE PREMISES OR THE BUILDING OF WHICH THE PREMISES ARE A PART, INCLUDING, AND NOT BY WAY OF LIMITATION, THE OPERATION OF A RADIO OR TELEVISION SET OR PLAYING OF A MUSICAL INSTRUMENT OR SINGING IN A MANNER OR AT TIMES WHICH MIGHT BE OBJECTIONABLE TO OTHER TENANTS.

0. Tenant shall be responsible for removal of any snow accumulation from all walkways and stairs, including city sidewalks, and from any balcony. Tenant is responsible for cutting and maintaining the lawn. It is the responsibility of the tenant to purchase shovels, lawn mower, etc. for routine maintenance.

0. TENANT MAY NOT DUPLICATE ANY KEYS. ALL ADDITIONAL KEYS MUST BE OBTAINED FROM LANDLORD. Tenant shall not change or add any locks. In the event the Tenant fails to return ALL keys and pass/key cards obtained from Landlord within 24 hours after surrendering the premises, ALL costs of re-keying or replacing said locks shall be paid by Tenant upon billing and may also be deducted from Tenant's security deposit.

0. The streets, sidewalks and entrances shall not be obstructed in any way or be used by Tenant for any purpose other than ingress or egress.

0. FOR THE COMFORT, CONVENIENCE AND BENEFIT OF ALL TENANTS, AND TO INSURE PROPER USE AND CARE OF THE PREMISES, TENANT SHALL COMPLY WITH ALL THESE RULES AND REGULATIONS AND SHALL NOT BE PERMITTED TO:

A. Keep cats, dogs, fowl or other animals or birds on the premises unless a pet agreement is made.

A. Allow any sign, placard, advertisement or notice to be displayed either inside or outside the building without Landlord's prior written consent.

B. Allow any item to be thrown or dropped from any windows or balconies, or to throw or sweep dirt out of the building, beat or shake rugs upon or from any window, balcony, door or any other opening.

C. Cover or obstruct any window, or appliance (stove), door or transom with foil, sheets, blankets, or any other items not approved in writing by Landlord.

D. Drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises, or allow the same to be done without prior written consent of Landlord. Tenant may use regular picture hangers when hanging pictures on walls only if the holes are patched prior to termination of Lease. In any case Tenant agrees to be responsible for any damage done and will pay for the same. **GUMMED OR ADHESIVE HANGERS ARE NOT TO BE USED.**

E. Do laundry work except in rooms provided for that purpose under conditions designated by Landlord.

F. Allow water to run except when in actual use.

G. Use balconies or patios for any purpose whatsoever other than a place to stand or sit, or store thereon objects or equipment other than normal balcony furniture. They may not, as an illustration, be used to hang clothing, rugs, wash or items on, or as a storage depository of any kind, including but not limited to bicycles, strollers, wagons, toys, etc. No item or object may under any conditions be thrown or dropped off the balcony or porch. No covering shall be installed on balcony floors.

H. Permit the premises to be used for the operation of any business.

J. The use of grills of any kind is strictly prohibited, except in areas specifically designated in writing by Landlord prior to use.

K. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles shall be taken in or removed through the doors of the building, and all damage to the building caused by the moving or carrying of articles shall be paid by the Tenant. Riding of bicycles, tricycles, etc. inside the building is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or in basements other than in Tenant's locker. Tenant shall not obstruct entrances, stairs, exits, elevators, driveways, walks, fire escapes or public areas.

L. All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash containers in designated areas only. Trash shall not be placed on the ground or in full dumpsters. Tenant shall not litter or place any trash in or about the building. Tenant shall comply with any recycling rules, regulations and ordinances imposed.

M. Tenant shall keep the glass and/or screens in the windows and doors in good repair and shall pay for the cost to replace any broken glass or screens with equal quality and size as any that may be broken; Tenant will pay for the cost to replace all electric bulbs, shades, or fixtures with the same quality and design and for damage to floors, doors, sills, walls, counters, or other parts of premises.

N. In the event Tenant fails to pay any utility charges when due, then Landlord, at Landlord's option, may pay said past due utility charges and Tenant shall indemnify Landlord upon billing for any amounts it shall pay on behalf of Tenant including utilities to the last day of Lease term or extension thereof. Tenant shall furnish and pay for all charges for telephone.

O. Tenant will at all times keep windows neat and clean; and shall not remove or tamper with screens or storm windows.

P. **NO SMOKING.**

Availability and use of recreational facilities, landscaped areas, drives, walks, other common areas, lockers, storeroom, wash machine, dryer or storage space in the building used by the Tenant is furnished gratuitously and is not a part of the Leased premises. The Landlord shall not be responsible for any loss or damage to any property, or to any person making use of the same. Tenant, in making use of such spaces, does so at their own risk.

0. Tenant expressly agrees that Landlord shall not be liable to Tenant or others, including Tenant's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause whatsoever, other than negligent acts of Landlord. **It is the responsibility of the Tenant to provide insurance for their personal property.**

0. Tenant shall not meddle with or interfere in any way with any part of the heating, air conditioning, lighting, plumbing, electrical, smoke and fire detection or other life safety devices, refrigerating or laundry apparatus or controls in or about the Leased premises or the building containing said equipment, nor shall Tenant install any said apparatus without Landlord's prior written consent.

0. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the demised premises without the prior written consent of Landlord. The Landlord is authorized to remove, at the expense of the Tenant, any such apparatus erected without such written consent.

0. The sinks or toilets, stoves and refrigerators, shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein, nor shall metal, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, bones, or any non-food item be placed in any garbage disposal. Any damage resulting to them from misuse of any nature or character whatever shall be paid by the Tenant. Washers or dryers or additional stoves or refrigerators are not permitted without Landlord's prior written consent.

0. Tenant shall protect all uncarpeted floors and hallways with rugs or loose laid carpeting to protect finish and absorb walking sounds. The Tenant shall protect all wood floors in the apartment [except kitchen, bath(s) and closet(s)] with rugs or loose laid carpeting to cover not less than seventy-five percent of the floor surface from the center of the room or hallway to the abutting walls so that areas are covered. All heavy furniture is to have casters to protect flooring. Placement of rugs or door mats in the common hallway outside the apartment is not allowed.

0. Tenant shall not go onto or store anything on roof. Porches/balconies shall not contain any household furniture, other than standard lawn furniture.

0. Tenant shall supply and use a shower curtain as needed and shall be responsible for preventing damage from leaking or standing water.

0. Tenant shall not keep or use weights or heavy exercise equipment in the building or apartment without the prior written consent of Landlord.

0. Tenant shall not install or operate any air conditioners, hot plates, machinery, or heating devices in the building or apartment without prior written consent of Landlord. Microwave cooking devices are not permitted to be used on any electric circuit with an inadequate amperage rating or protection for the device. Electric extension cords shall not be used in violation of the City of Milwaukee Building Code or in such a manner as to connect electrical devices for which the total amperage draw exceeds the amperage rating or protection of the electrical circuit.

0. Tenant shall not solicit, canvass or conduct any door-to-door activities in the Building.

0. Landlord may, at any reasonable time authorized by law, enter said premises for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law.

0. Landlord shall not be responsible to Tenant for any non-observance of rules and regulations on the part of other tenants.

0. Landlord reserves the right to amend any Rules and Regulations at any time upon 28 days written notice to Tenant. Any violation of any Rules and Regulations shall be deemed to be a breach of this Lease.

0. No waterbeds or other water furniture are permitted without prior written consent of Landlord.

0. Painting shall be done only when necessary, by Landlord only, but in no event more frequently than every three to five years, except for damage not caused by Tenant, Tenant's occupants, guests or invitees. If it shall become necessary to paint the premises, or any part thereof, sooner than three to five years from the date of the previous painting, because of misuse by Tenant, Tenant's occupants, guests or invitees, the cost of such painting shall be charged to the Tenant, such cost to be prorated on a three-year basis.

0. Live Christmas trees are not permitted.

0. Tenants occupying houses shall be solely responsible for extermination of roaches and/or ants caused by un-kept properties by tenant.

0. Tenants may not tamper with, adjust, or attempt to repair any mechanical, electrical or plumbing facilities on or about the premises.

0. Tenants requiring lock-out services after 5 PM weekdays or anytime on weekends shall result in a $100.00 charge, plus $5.00 for a new key. Lock changes shall result in a minimum charge of $100.00. Service repairs required to toilets/sinks, caused by the negligence of the Tenant, shall result in a charge of $50.00, plus labor and materials.

0. Landlord reserves the right, and at the demand of the City of Milwaukee Dept. of Building Inspection to restrict one occupant per bedroom where necessary.

0. TENANT SHALL FURNISH TO LANDLORD, NOT LATER THAN 60 DAYS PRIOR TO THE LEASE EXPIRATION DATE, WRITTEN NOTICE AS TO THEIR INTENT TO EITHER RENEW THE EXISTING LEASE UPON THE TERMS TO BE AGREED UPON BY THE PARTIES HERETO OR VACATE THE LEASED PREMISES. SUBJECT TO LANDLORD'S MITIGATION OBLIGATIONS AND OTHER PROVISIONS OF WISCONSIN LAW, IF TENANT FAILS TO TIMELY FURNISH SAID WRITTEN NOTICE, THEN LANDLORD SHALL BE ENTITLED TO CHARGE FOR UP TO AN ADDITIONAL TWO (2) MONTH'S RENT FOLLOWING THE EXPIRATION DATE OF THE LEASE PLUS OTHER HOLDOVER REMEDIES PROVIDED FOR BY LAW.

0. THE TENANT AGREES TO NOTIFY LANDLORD IMMEDIATELY IN WRITING IF ANY SMOKE DETECTOR IS NOT OPERATING PROPERLY. TENANT UNDERSTANDS THAT DISARMING, REMOVING BATTERIES OR TAMPERING WITH ANY SMOKE DETECTOR IN ANY MANNER IS ILLEGAL AND SHALL CONSTITUTE A BREACH OF THIS LEASE AND TENANT IS SUBJECT TO MAXIMUM PENALTY PERMISSIBLE BY LAW. TENANT SHALL REPLACE BATTERIES AS NECESSARY SO THAT THE LEASED PREMISES IS EQUIPPED WITH OPERABLE SMOKE DETECTORS THROUGHOUT AND AT THE TERMINATION OF THE LEASE TERM.