



**CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184**

May 25, 2021

Project: 1641-02-22

Parcel: 31-107

County: La Crosse

RE: Tenant RHP Replacement Residential Claim (Second Installment)

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-107 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-107	RHP-Tenant Tenant	Jessica Schwanke	\$9,760

The lease for the replacement property located at Rivers Edge of La Crosse LLC, was executed for the term of November 6, 2020 through May 31, 2021, with a monthly rental amount of \$850 plus \$125 for electricity for a total of \$975 base monthly rent. As of May 6, 2021, Ms. Schwanke has been at the replacement property for 6 months. The lease is enclosed for claim support.

The actual differential eligibility for Ms. Schwanke for a replacement housing payment is \$17,790. On September 22, 2020 a claim for the first installment of the RHP was approved in the amount of \$8,000. I verified that Ms. Schwanke is still living at the replacement site and is therefore eligible for the remainder of the differential in the amount of \$9,760.

Therefore, I recommend approval of the second installment of \$9,760 for the Replacement Housing Payment. In addition to the approved Replacement Housing Payment Computation, attached is confirmation of payment from River's Edge of La Crosse LLC, Tenant Ledger April 2020 through May 2021.

Please contact me at 715/421-9049 if you have any questions.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger

WisDOT Statewide Relocation Specialist

Attachments

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$ 9,760	\$ 9,760.00
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-Residential			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$9,760	\$9,760.00

REPLACEMENT HOUSING PAYMENT – TENANT

Wisconsin Department of Transportation

Computation Form
RE1948 10/2019

Tenant – Occupant 90 Day – Owner Occupant <90 Day – Owner Occupant

Subject Property

Name Jessica Schwanke		Number of Occupants 1	
Address 2350 South Avenue, La Crosse WI 54602		Apartment Number 107	Habitable Area Required 850
Subject Prop.-Unit Type-SF, Duplex, etc. Apartment Building		Approximate Age 20+/-	State of Repair Good
Type of Construction Frame	DSS Yes	Type of Neighborhood Mixed	Number of Rooms 3
Utilities Available Water/Trash		Furnished/Unfurnished Unfurnished	Number of Bedrooms 1

Section A – Available Comparable Housing – Computations are made using Comparable Property A listed below

Comparable Property	Habitable Area – Sq Ft	Address or Location	Actual Rent	Est. Avg. Utilities	Monthly Rent
A	900	520 Gould St, Unit 520., La Crosse, WI 54601	\$850	+ \$125	= \$975
B	1,000	5500 Mormon Coulee Rd, Unit 1, La Crosse, WI 54601	\$835	+ \$55	= \$890
C	900	3800 Cliffside Pl. La Crosse, WI 54601	\$769	+ \$110	= \$879

Section B – Replacement Housing Payment Calculation

- New Monthly Rent (from Section A) \$975 per month X 48 months \$46,800
- Less Base Monthly Rent (Complete all applicable items. If not applicable, specify N/A)
 - Actual Rent Paid (Average of last 3 months) \$540
Utilities (Average of last 12 months) \$65
= \$605
 - OR
 - Economic Rent
Utilities (Average of last 12 months) + _____ = _____
 - Thirty (30) percent of Gross Monthly Income (See note.) _____
 - Amounts designated for Shelter & Utilities by Public Agency _____
- Base Monthly Rent – Lesser of (a) OR (b, c, or d) \$605 per month x 48 months = \$29,040
- Equals Indicated Rental Housing Payment (New Monthly Rent minus Base Monthly Rent) \$17,760

Note: Thirty (30) percent of the displaced person's average monthly gross household income, if the household income is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 programs

Rental Replacement Payment

The rental replacement housing payment shall be made in two installments.

Amount of first installment	<u>\$ 8,000</u>
Amount of second installment	<u>\$ 9,760</u>

Attachments
 * Residential Comparison Chart
 * Documentation of comparable properties from source of information

Relocation Specialist Statement of Certification – I certify that:

- The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
- I understand that the determination may be used in connection with a Federal Aid Project;
- I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit from this payment.

APPROVAL RECOMMENDED: Maria Krueger Relocation Specialist 1/7/2020 Date

COMPUTATION APPROVED BY: Tracey Johnson BTS-RE Statewide Relocation Facilitator 2/14/2020 Date

Tenant Ledger

Tenants: Jessica S. Schwanke

Phone: (612) 449-1249

Unit: 400-105

Property: River's Edge of La Crosse, LLC - 403 Gillette Street La Crosse, WI 54603

Status: Notice

Move in date: 11/06/2020

Move out date: 05/31/2021

Lease Expiration: 05/31/2021

Rent: 850.00

Deposit Paid: 600.00

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
04/17/2020		Application Fee Income	30.00		30.00
04/17/2020	Jessica S. Schwanke	Payment		30.00	0.00
05/29/2020		Tenant Security Deposits Held	600.00		600.00
09/08/2020	Jessica S. Schwanke	Payment (Reference #2164)		600.00	0.00
10/26/2020	Jessica S. Schwanke	Payment (Reference #66029322)		5,808.33	-5,808.33
11/06/2020		Rental Income - Move In Charge: Rental Income	708.33		-5,100.00
12/01/2020		Rental Income - December 2020	850.00		-4,250.00
01/01/2021		Rental Income - January 2021	850.00		-3,400.00
02/01/2021		Rental Income - February 2021	850.00		-2,550.00
02/15/2021		Repair Charge - Lock Change	75.00		-2,475.00
03/01/2021		Rental Income - March 2021	850.00		-1,625.00
03/04/2021		Garage Rent - Prorated garage for March	55.65		-1,569.35
03/04/2021		Sales Tax Collected-Liability	3.06		-1,566.29
03/08/2021	Jessica S. Schwanke	Payment (Reference #M.O.)		58.71	-1,625.00
04/01/2021		Rental Income - April 2021	850.00		-775.00
05/01/2021		Rental Income - May 2021	850.00		75.00
Total					75.00

APARTMENT LEASE CONTRACT



Date of Lease Contract: August 31, 2020 (when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract):

Jessica S. Schwanke

Blank lines for additional party information.

and us, the owner: Rivers Edge of La Crosse LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 400-105 at 400 Gillette Street #105

LaCrosse (street address) in (city), Wisconsin, 54603 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

Person or Entity Authorized to Collect Rent, Manage and Maintain the Apartment:

River's Edge Apartments

(NAME)

403 Gillette Street

(ADDRESS)

La Crosse, WI 54603

(CITY)

(608) 781-1275

(TELEPHONE NUMBER)

Person or Entity Authorized to Accept Service of Legal Process and Other Notices and Demands on Behalf of Owner:

River's Edge Apartments

(NAME)

403 Gillette Street

(ADDRESS)

La Crosse, WI 54603

(CITY)

(608) 781-1275

(TELEPHONE NUMBER)

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

Blank lines for listing other occupants.

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 6th day of November, 2020 (year), and ends at 11:59 pm the 31st day of May, 2021 (year).

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 600.00, due on or before the date this Lease Contract is signed.

Before accepting your security deposit or converting your earnest money to a security deposit you will be: (1) allowed to inspect the dwelling and notify us of any pre-existing damages or defects; and (2) provided (within the period required by law and upon written request) with a list of physical damages charged to the previous resident's security deposit and other information that may be required under WIS ADMIN. CODE § 134.06.

5. KEYS. You will be provided 2 apartment key(s), 2 mailbox key(s), FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 850.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
[X] at our online payment site, or
at

Prorated rent of \$ 708.33 is due for the remainder of [check one]: [X] 1st month or [] 2nd month, on November 6, 2020 (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you do not pay all rent on or before the 5th day of the month, you will pay a late charge of [check one]: [] \$ 50.00 or [] % of your total monthly rent payment as a late charge. You will also pay a charge of \$ 25.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. UTILITIES. We'll pay for the following items, if checked:

- [X] water [X] gas [] electricity [] master antenna
[X] wastewater [X] trash [] cable TV
[] other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities (other than cable TV) to be disconnected for any reason—including disconnection for not paying your bills—until the Lease Contract term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment or prorated by an allocation formula, we will attach an addendum to this Lease Contract.

You will comply with all local regulations and rules regarding trash disposal and recycling on the property. Where required, we will provide notices about trash disposal and recycling.

- 8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury.

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

- 9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

- 10. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

- 11. DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract, unless caused by negligent acts or omissions of the owner. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
- 12. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent on or before the Lease Contract begins, we may, to the extent not prohibited by law, end your right of occupancy and recover damages, future rent, reletting charges, and other lawful charges.
- 13. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17 (Community Policies or Rules).

- 14. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for any reason beyond our control, including, but not limited to, a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to abatement of rent on a daily basis during delay. Rent abatement does not apply if the delay is for cleaning or repairs that don't prevent you from occupying the apartment.

- 15. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.** Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

- 16. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

- 17. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

- 18. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash and recycling must be disposed of at least weekly in appropriate receptacles and you must comply with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or

contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If you allow an excluded person onto the property it is grounds for termination of your tenancy, as provided by statute and by judicial eviction procedures.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you by judicial eviction procedures.

19. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may disturb others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests.

20. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for office visitors, managers, or staff; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 42 (Move-Out Notice), or pursuant to statute or ordinance, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer; voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or bad health. In the event of the death of a Resident, the tenancy shall be terminated on the earlier of sixty days after the Owner receives notice (or becomes aware) of the resident's death, or the expiration of the lease term.

22. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and Carbon Monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. The Owner of the property will install any smoke and carbon monoxide detectors required by law. The Resident shall give written notice to the Owner that a smoke or carbon monoxide detector in the unit is not functional, and the Owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke or carbon monoxide detector functional. However, no Resident may tamper with, remove, alter, damage or otherwise render any smoke or carbon monoxide alarm inoperable.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless caused by the negligent acts or omissions of the Owner. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend

upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless caused by negligent acts or omissions of the Owner, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must notify us and furnish us with the law-enforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties except to the extent any such disclaimer is prohibited by law. You'll be given a Check-in/Check-out form on or before move-in. Within 7 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

25. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR MALFUNCTIONS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/ MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. Unless prohibited by law, we may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs

and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless required by WIS STAT. § 704.07 (4).

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

- 26. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we have so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction by judicial procedures, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we reserve the right to charge for defleaing, deodorizing, and/or shampooing, if there is damage in excess of normal wear and tear.

- 27. WHEN WE MAY ENTER.** We may enter the apartment at reasonable times, upon 24 hours' notice, for the purpose of inspecting the premises, making repairs and showing the premises to prospective residents or purchasers. We may enter the apartment on less than 24 hours' notice with your specific consent. If you are absent from the premises and we reasonably believe a health or safety emergency exists or that entry is necessary to preserve or protect the premises from damage, we may enter without notice.

- 28. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all residents. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

Replacements

- 29. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed *only when we expressly consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy then:

- (1) Residents will be liable to Landlord for an administrative (paperwork) and/or transfer costs associated with placing the new resident; and
- (2) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident(s), the remaining and replacement resident(s) must sign an entirely new Lease Contract. The departing resident(s) will no longer have a right to occupancy. When the remaining and replacement resident(s) sign the new Lease Contract then departing resident(s) liability shall end and the departing resident(s) is entitled to the accounting and refund of their security deposit, if applicable, and the new resident(s) would have to pay a new deposit determined at the time of application.

Responsibilities of Owner and Resident

- 30. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 24 (Condition of Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

Nothing in the lease documents should be construed to relieve the Landlord from liability for property damage or personal injury caused by negligent acts or omissions of the Landlord, or to impose liability on the Tenant for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant or the Tenant's guests or invitees.

- 31. DEFAULT BY RESIDENT.** To the maximum extent permitted under applicable law you'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you move out before your lease expires without paying rent through the end of the lease term or renewal period, subject to our duty to mitigate damages; (3) you fail to give written move-out notice as required by paragraph 21 (Release of Resident) or 43 (Move-Out Procedures); (4) to the maximum extent permitted under applicable law you or any guest or occupant violates the apartment rules, or fire, safety, or health, regardless of whether or where arrest or conviction occurs; (5) you abandon the apartment; (6) you give incorrect or false answers in a rental application; or (7) to the maximum extent permitted under applicable law you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia.

Eviction. Should Resident neglect or fail to perform or observe any of the terms of this lease, Landlord shall give tenant written notice of such breach, requiring Resident to remedy the breach (unless such breach is a non-curable breach in accord with Wisconsin law in which case no right to cure shall exist) or vacate the premises on or before a date at least five days after the giving of such notice. If Resident fails to comply with such notice, Landlord may declare this tenancy terminated, and commence an action to evict the Resident from the premises, without limiting the liability of the Resident for rent due or becoming due, subject to the Landlord's duty to mitigate. If Resident has been given such notice and has remedied the breach, or been permitted to remain on the premises, and within one year of such previous breach Resident commits a breach of a similar nature, then this tenancy may be terminated if, Landlord gives notice to Resident to vacate on or before a date at least fourteen days after the giving of such notice. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Notice of Domestic Abuse Protections.

- (1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a Tenant has a defense to an eviction action if the tenant can prove that Landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
 - (a) A person who was not the Tenant's invited guest.
 - (b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the premises.
 2. Provided a written statement to the Landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate your tenancy in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.
- Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the

parties in writing). If a holdover occurs, then, in absence of proof of greater damages, we may recover as minimum damages twice the rental value apportioned on a daily basis for the time you remain in possession, as provided by law.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including termination of your tenancy. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent.

Mitigation of Damages. We will mitigate our damages to the extent required by Wisconsin law.

General Clauses

32. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

33. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

34. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights is not a waiver under any circumstances.

35. NOTICE. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. Jurisdiction for any legal dispute related to this Lease Contract shall be in the State of Wisconsin, in the county in which the property is located.

36. MISCELLANEOUS.

- A. Exercising one remedy will not constitute an election or waiver of other remedies.
- B. Insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- H. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

37. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us.

38. ELECTRONIC DELIVERY. Landlord and Tenant agree that Landlord may provide any of the following documents to Tenant by electronic means:

- (1) A copy of the rental agreement and any document related to the rental agreement.
- (2) A security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund.
- (3) A promise made before the initial rental agreement to clean, repair, or otherwise improve any portion of the premises.
- (4) Advance notice of entry under 704.05(2).

39. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Terms), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. If you vacate prior to the end of your lease term without a written release from us, then you will be liable for rent until the end of the lease term or until the premises are re-rented, whichever occurs first, and subject to our statutory duty to mitigate damages.

40. PAYMENTS. Payment of all sums is an independent covenant. All sums other than rent are due upon our demand.

41. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

42. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate at least 60 days prior to move-out. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Subject to our statutory duty to attempt to mitigate damages, you will still be liable for the entire Lease Contract term if you move out early under paragraph 21 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 or 21 (Early Move-Out or Release of Resident) or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you

intend to vacate. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

43. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full, subject to our duty to mitigate. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the time begins for

MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 400-105, 400 Gillette Street #105 LaCrosse (city), Wisconsin, 54603 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 31, 2020
Owner's name: Rivers Edge of La Crosse LLC

Residents (list all residents): Jessica S. Schwanke

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible.

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth.

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold). Tilex and Clorox contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

NONSTANDARD RENTAL PROVISIONS



The following provisions are incorporated into and made part of the Lease Contract. In the event there is any conflict between the following provisions and any other provisions contained in the Lease Contract, then the following provisions shall govern and control:

A. CHECK-IN/CHECK-OUT SHEET

Resident(s) Initials

JS

Resident(s) acknowledges receipt of the Landlord's check-in/check-out sheet, and agrees to complete and return the form to Landlord within seven (7) days of occupancy of the leased premises.

B. LOCAL LAWS - TRASH AND RECYCLING.

Resident(s) Initials

JS

Resident(s) acknowledge and agree to comply with all local regulations and rules, including those regarding trash disposal and recycling on the property. Where required, we will provide notices about trash disposal and recycling.

C. SECURITY DEPOSIT

In addition to the standard security deposit deductions allowable under Wis. Stat. s. 704.28, the Landlord may deduct the following items from the security deposit, if not paid by Resident(s) by the end of the tenancy:

Resident(s) Initials

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

JS

- 1. Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes including, but not limited to, advertising costs, rental commissions, sublet fees, and/or showing fees.
2. Unpaid parking rent and any applicable sales tax.
3. Charges for re-keying or changing locks, or replacing keys if all keys are not returned at the end of the tenancy; charges for replacement keys and/or re-keying during the term of the tenancy, as a result of loss of keys by Resident or other circumstances caused or created by Resident, or as a result of a request for re-keying or keys by the Resident.
4. Charges for unpaid NSF check fees, closed account fees, or other unpaid charges as provided in the Lease Contract and/or any addenda thereto.
5. If the leased premises are not left in a clean and habitable condition for the next occupant, the actual cost of performing the required cleaning may be deducted from the security deposit, whether cleaned by an independent cleaning contractor, or by the Landlord or his/her employees.
6. Cost of replacing any garage opener or other access card issues by Landlord and not returned by Resident(s), and/or the cost of re-coding any access mechanism.
7. Repayment of any promotional offers or rental incentives.
8. Late fees or unearned discounts as provided in the Lease Contract.
9. While Landlord may not expressly prohibit smoking within individual rental dwellings, Resident understands that they will be held liable for the cost of labor and materials associated with removing and remedying any smoke damage, related cleaning, painting, or other damages within the dwelling. This liability extends to whatever work becomes necessary as a result of smoking inside the dwelling.
10. Cost of storing and/or disposing of personal property left behind by Resident(s) after the Resident(s) vacates or is evicted from the premises.
11. Holdover damages as a result of the Resident's failure to vacate, after the expiration of the Lease or termination of tenancy by notice.
12. Any cost incurred by Landlord as a result of Resident's violation of any Carbon Monoxide Detector and/or the Smoke Alarm policy as stated in the Apartment Lease Contract and/or any Addendum.
13. Other
Humidifiers are prohibited. Resident understands that they will be held liable for the cost of labor and materials associated with any damage from running a humidifier in the apartment.
14. Other
3 Amigos Property Management requires a 60 day notice upon your lease end date. If a 60 day notice is not given there is a \$75 insufficient notice fee.

The undersigned have read and understand the Nonstandard Rental Provisions stated above. Residents acknowledge that their initials next to each paragraph confirm that the Landlord has identified each of the above provisions with Residents.

By signing below I acknowledge that I have read the Nonstandard Rental Provisions and that the Landlord has identified and discussed them with me.

Resident or Residents
(All residents must sign)

Handwritten signature of Jennie Schulte

Owner or Owner's Representative
(Signs below)

Handwritten signature of owner/representative

COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Rivers Edge of La Crosse LLC
Resident(s): Jessica S. Schwanke
Unit No./Address: #400-105, 400 Gillette Street #105, LaCrosse, WI 54603
Lease Date: 08/31/2020

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH, UNLESS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community DOES; DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries, unless caused by negligent acts or omissions provided by law.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community DOES; DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community DOES; DOES NOT accept packages on behalf of Residents.
For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community DOES; DOES NOT have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only 1 vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 12 hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community Rules and Regulations and other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 10 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

NO-SMOKING ADDENDUM



Date: August 31, 2020
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive a copy of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 400-105, 400 Gillette
Street #105
LaCrosse
(city), Wisconsin, 54603 (zip code)

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 31, 2020
Owner's name: Rivers Edge of La Crosse LLC

Residents (list all residents):

Jessica S. Schwanke

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is permitted. is not permitted.

The following outside areas of the community may be used for smoking:

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. TERMINATION OF TENANCY FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

Jessica Schwanke

648 sq. ft.
1 Bedroom 1 Bath

