

**PROPERTY MANAGEMENT AGREEMENT**



Do not use as a listing for sale (designed for use by real estate licensees).

1 **GENERAL PROVISIONS** Property Management Agreement ("Agreement") made this 23rd day of December  
2 2019, between City of LaCrosse  
3 ("Owner"), and BMA Property Management LLC  
4 ("Manager").

5 **PROPERTY DESCRIPTION** Street address is: 315 3rd Street South  
6 in the City of LaCrosse, County of  
7 Wisconsin, Wisconsin ("Property"). Property includes 4 rental Units subject to this agreement.  
8 Insert schedule of Units, additional description and additional properties at lines 297-303 or in an addendum per lines  
9 304-306, as needed.

10 Owner gives Manager the exclusive right to manage the Property on the following terms:

11 **COLLECTION OF RENT AND OTHER FUNDS** **CHECK, COMPLETE AND STRIKE AS APPLICABLE** :

12  Owner shall collect the following types of funds: application fees, credit check fees, earnest money,  
13 security deposits, rent, income, \_\_\_\_\_  
14 and deposit them in the following account:

15 Owner's Property Account, Manager's Trust Account, \_\_\_\_\_  
16  Manager as Signatory. Owner will designate Manager as a signatory on the Owner's Property  
17 Account and authorizes Manager to make all disbursements authorized under this Agreement.

18  Manager shall collect the following types of funds: application fees, credit check fees, earnest money,  
19 security deposits, rent, income, \_\_\_\_\_  
20 and deposit them in the following account:

21 Owner's Property Account, Manager's Trust Account, \_\_\_\_\_  
22  Other: \_\_\_\_\_  
23  
24

25 **DISBURSEMENT OF PROPERTY FUNDS** ~~Manager shall pay all obligations and expenditures necessarily and~~  
26 ~~properly incurred on behalf of the Owner in the management and operation of the Property including, but not limited to,~~  
27 ~~insurance premiums, real estate taxes, mortgage payments, supplies, maintenance, advertising costs, repairs and~~  
28 ~~expenses necessitated by tenant damage or turnover (cleaning, carpet replacement, etc.) and professional fees~~  
29 ~~("Monthly Expenses"). Additional Monthly Expenses may include:~~  
30 \_\_\_\_\_; (strike any that do not apply). Manager shall disburse the

31 management fee when due (see lines 37-46).  
32 Owner shall maintain sufficient funds in the account used by Manager to pay Monthly Expenses and shall provide  
33 adequate reserve funds for repairs and emergencies. Owner shall upon written notice by Manager promptly deposit  
34 additional funds as may be necessary to pay Monthly Expenses and other expenses that are the responsibility of  
35 Owner if the account balance becomes insufficient to meet these needs. Owner shall reimburse Manager within 30  
36 days for any funds advanced by Manager from Manager's funds on Owner's behalf.

37 **MANAGEMENT FEE** Manager's compensation shall be paid on a regular monthly basis or \_\_\_\_\_  
38 and calculated as follows: \$600.00 Monthly Flat Fee

39 Manager shall also be due the following fees: **CHECK AND COMPLETE AS APPLICABLE** :

40  A leasing/renewal fee in the amount of 110.00 per lease payable  
41 upon execution of an original Lease or Rental Agreement and upon any renewal of a Lease or Rental Agreement;

42  Termination fee in the amount of \_\_\_\_\_  
43 if the sale of the Property's terminates this Agreement;

44  Collection fee in the amount of \_\_\_\_\_ for bad debts collected by Manager;  
45  Other: \_\_\_\_\_  
46

47 **COMPENSATION TO OTHERS:** Manager will offer the following commission to cooperating tenant representatives  
48 when renting the Units: \_\_\_\_\_

49 **NOTICE:** Manager has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for  
50 commissions or compensation earned but not paid when due against the commercial real estate, or the inter-  
51 est in the commercial real estate, if any, that is the subject of this Agreement. "Commercial real estate"  
52 includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is

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53 zoned for residential purposes and that does not contain any buildings or structures, and (c) real property that  
54 is zoned for agricultural purposes.

55 **MANAGER'S AUTHORITY** Owner authorizes Manager to perform the following property management duties.  
56 Manager agrees to use professional knowledge and skill and reasonable efforts to fulfill the following tasks:

57  **Marketing:** Advertise the availability of rental Units by reasonable means, including, without limitation, the  
58 Internet, multiple listing services, social media, "For Rent" and other appropriate signs.

59  **Showings:** Show rental Units at reasonable times and upon reasonable advance notice as required by law.

60  **Select Tenants:** Solicit, review and verify tenant applications; and qualify and approve prospective tenants in  
61 accordance with Owner's written tenant screening standards and fair housing and other applicable law. Attach Owner's  
62 written tenant screening standards per lines 304-306.

63  **Execute Rental Agreements:** Prepare Leases, Rental Agreements and other legally required disclosures and  
64 documents using forms provided by or approved by Owner (all forms shall identify Owner or an attorney as drafter); and  
65 negotiate, sign (as agent of Owner), renew and terminate rental agreements for the rental Units in accordance with  
66 Owner's rental criteria and standards attached to this agreement in accordance with lines 304-306. Lease terms shall  
67 be no longer than one year without prior written authorization of Owner.

68  **Legal Action:** Sign and serve, as agent of the Owner, such notices as may be appropriate. To the extent allowed  
69 by law, initiate appropriate legal action as agent of the Owner, including but not limited to, legal action to terminate  
70 tenancies, evict tenants, recover possession of Property, recover rents and other money due Owner; and settle,  
71 compromise and release such actions and reinstate such tenancies as deemed necessary by Manager. Manager may  
72 retain legal counsel on Owner's behalf, upon Owner's prior written approval, to provide legal advice or take legal action  
73 on behalf of Owner.

74  **Maintenance and Repairs:** Make all necessary repairs, improvements, and alterations required to maintain the  
75 Property in a good state of repair and appearance; purchase or lease on behalf of the Owner, all equipment, tools,  
76 appliances, materials and supplies necessary for the continuous maintenance and operation of the Property; and hire  
77 outside contractors as necessary. Attach any itemized schedule of maintenance and repair items and responsibilities in  
78 accordance with lines 304-306. Manager agrees to secure the prior approval of the Owner on all expenditures in excess  
79 of \$100.00 for any one item, except when, in the opinion of the Manager, such maintenance  
80 or repairs are necessary to protect the Property from damage or to maintain required services to the tenants  
81 ("Emergency Maintenance or Repairs"). Manager will promptly notify Owner of any Emergency Maintenance or  
82 Repairs.

83  ~~Utilities and Service Contracts:~~ Enter into utility and service contracts as agent of Owner, including but not  
84 limited to, contracts for electricity, gas, fuel, water, telephone, cleaning, trash removal, snow removal, lawn care, pest  
85 control and other contracts for goods and services as Manager shall deem advisable and necessary for the efficient  
86 operation and maintenance of the Property. Owner approval is required for contracts exceeding three (3) years or the  
87 term of this Agreement.

88  **Employees:** Employ, discharge, and supervise, as agent of the Owner, any on-site managers, maintenance staff  
89 and other employees required for the efficient operation and maintenance of the Property. All such on-site managers,  
90 maintenance staff and other employees shall be, for all purposes, employees of (Owner) (Manager) **STRIKE ONE**  
91 ("Manager" if neither is stricken) (hereinafter "Employer"). Employer shall be solely responsible for injuries and  
92 damages caused by employees' acts of omissions except for injuries and damages caused by the other party's  
93 negligence or intentional wrongdoing. Employer shall obtain Worker's Compensation coverage if applicable.

94  **Other:** After hours calls to Manager for maintenance or emergencies (5pm to 8am) will be  
95 billed at 55.00 per hour

96  
97 Attach addenda if needed.

98 **BOOKS OF ACCOUNT AND RECORDS** Manager shall maintain full and complete accounting books and records with  
99 correct entries for all income and expenses resulting from the operation and management of the Property. Such  
100 accounting books and records shall be the property of the Owner and shall at all times be available electronically or  
101 during regular business hours at Manager's principal place of business, for inspection by Owner or a duly authorized  
102 representative of Owner. Manager shall furnish to Owner a detailed statement of all income and expense for each  
103 month on the following schedule: By the 15th of each month

104 Within 20 days after the close of Owner's accounting year Manager shall deliver to Owner a detailed statement of  
105 all income and expense of such accounting year and shall, if instructed by Owner, cause to be prepared at Owner's  
106 expense and delivered to Owner, an accounting year-end balance sheet and a profit and loss statement of the Property  
107 for such accounting year, which shall be prepared by an accountant designated by Owner.

108 **OWNER COOPERATION** Owner agrees to:

- 109 (1) Make available to Manager all data, accounting, financial and tenant records, copies of all code violation orders and  
110 notices, information and reports regarding any lead-based paint (LBP) and other conditions affecting the Property,  
111 and other documents and materials required in connection with management of the Property;
- 112 (2) Provide or approve tenant screening criteria, a Rental Agreement, nonstandard rental provisions, any rental  
113 agreement addenda, rules and regulations, and related forms and materials for Manager's use with tenants; and

114 (3) Cooperate fully with Manager in Manager's actions under this Agreement and immediately provide to Manager, in  
115 writing, the names and any contact information for any prospective tenant known to Owner.

116 **OWNER REPRESENTATIONS** Owner warrants and represents to Manager that:

117 (1) Owner has no notice or knowledge of any of the following conditions affecting the Property unless indicated at lines  
118 135-137, in an attached addendum per line 304-306, or disclosed in the documentation Owner has provided to Manager:

- 119 (a) Uncorrected code violations as described in Wis. Stat. § 704.07(2)(bm);
- 120 (b) A lack of hot or cold running water;
- 121 (c) Plumbing or sewage disposal facilities that are not in good operating condition;
- 122 (d) Heating facilities serving any rental unit that are not in safe operating condition, or are not capable of
- 123 maintaining a temperature, measured in occupied areas at the approximate center of the room, midway between
- 124 floor and ceiling, of not less than 67° F (19° C) during all seasons of the year that the rental unit is occupied;
- 125 (e) A lack of electrical service, or electrical wiring, outlets, fixtures or other components of the electrical system that
- 126 are not in safe operating condition;
- 127 (f) Any structural or other conditions in the Property which constitute a substantial hazard to the health or safety of
- 128 the tenant(s), or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the
- 129 Property other than negligent use or abuse of the Property by tenant(s); and
- 130 (g) Other conditions or occurrences that would significantly reduce the value of the rental interest to a reasonable
- 131 person with knowledge of the nature and scope of the condition or occurrence.

132 (2) Owner has made no rent concessions or other agreements affecting the Property.

133 (3) Owner agrees to make the following repairs and build-outs to the Property: at the discretion of Owner

134 \_\_\_\_\_  
135 Exceptions to representations stated in lines 117-131: \_\_\_\_\_  
136 \_\_\_\_\_  
137 \_\_\_\_\_

138 **INSURANCE** Owner agrees to carry comprehensive insurance covering the Property in the amount Owner deems  
139 appropriate for replacement coverage, with a minimum of \_\_\_\_\_ Dollars  
140 (\$ \_\_\_\_\_) liability coverage; and to direct the company issuing the insurance to name Manager and  
141 Manager's on-site managers, maintenance staff and other employees, as additional insureds under the policy's liability  
142 coverage.

143 **INDEMNIFICATION** Owner agrees to indemnify and hold Manager harmless for losses, damages, costs and  
144 expenses, including attorney's fees, arising out of this Agreement unless caused by the gross negligence or intentional  
145 wrongdoing of Manager.

146 **DEFAULT** In the event of a material default by either party to this Agreement, this Agreement may be terminated by  
147 the non-defaulting party if such default is not cured within ten (10) days after delivery of written notice of such default to  
148 the defaulting party. In the event any legal proceeding (including appellate proceedings) arises as a result of any default  
149 under this Agreement, the prevailing party shall be entitled to reimbursement of any costs and expenses, including  
150 reasonable attorney fees, incurred by the prevailing party in connection therewith.

151 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of  
152 documents and written notices to a party shall be effective only when accomplished by one of the following methods:

153 (1) **Personal**: giving the document or written notice personally to the party, or the party's agent for delivery if named.

154 Name of Owner's agent for delivery, if any: Andrea Schnick, City of LaCrosse

155 Name of Manager's agent for delivery, if any: Brian McCarty, BMA Property Management

156  (2) **Fax**: fax transmission of the document or written notice to the following number:

157 Owner: (\_\_\_\_\_) \_\_\_\_\_ Manager: (\_\_\_\_\_) \_\_\_\_\_

158  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a  
159 commercial delivery service, addressed either to the party, or to the party's agent for delivery, for delivery to the party's  
160 address at line 163 or 164.

161  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to  
162 the party, or to the party's agent for delivery, for delivery to the party's address at line 163 or 164.

163 Address for Owner: \_\_\_\_\_

164 Address for Manager: \_\_\_\_\_

165  (5) **E-Mail**: electronically transmitting the document or written notice to the e-mail address.

166 E-Mail address for Owner: schnicka@cityoflacrosse.org

167 E-Mail address for Manager: brianm@ghrealtors.com

168 **MISCELLANEOUS PROVISIONS** This Agreement shall be governed by and construed in accordance with the laws of  
169 the State of Wisconsin. This Agreement represents the entire agreement of the Parties. All prior negotiations and  
170 discussions have been merged into this Agreement. No modification or waiver of this Agreement or any part hereof  
171 the State of Wisconsin. This Agreement represents the entire agreement of the Parties. All prior negotiations and  
172 Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different  
173 nature. The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of

174 any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties  
 175 hereto, their personal representatives, successors, and assigns.

176 **DEFINITIONS**

177  **ADVERSE FACT:** "Adverse fact" means any of the following:

178 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 179 1) Significantly and adversely affecting the value of the Property;  
 180 2) Significantly reducing the structural integrity of improvements to real estate; or  
 181 3) Presenting a significant health risk to occupants of the Property.

182 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
 183 under a contract or agreement made concerning the transaction.

184  **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day  
 185 the event occurred and counting subsequent calendar days.

186  **LEASE:** "Lease" means an agreement, whether oral or written, for transfer of possession of real property, or both real  
 187 and personal property, for a definite period of time. A Lease is for a definite period of time if it has a fixed  
 188 commencement date and a fixed expiration date or if the commencement and expiration can be ascertained by  
 189 reference to some event, such as completion of a building. An agreement for transfer of possession of only personal  
 190 property is not a Lease.

191  **MATERIAL ADVERSE FACT:** "Material adverse fact" means an adverse fact that a party indicates is of such  
 192 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 193 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or  
 194 affects or would affect the party's decision about the terms of such a contract or agreement.

195  **RENTAL AGREEMENT:** "Rental Agreement" means an oral or written agreement between a landlord and tenant, for  
 196 the rental or Lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms  
 197 of the tenancy, such as rent. Rental Agreement includes a Lease. Rental Agreement does not include an agreement to  
 198 enter into a Rental Agreement in the future.

199 **NON DISCRIMINATION** Owner and Manager and its agents agree that they will not discriminate based on race, color,  
 200 sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national origin, marital  
 201 status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or  
 202 stalking, or in any other unlawful manner.

203 **DISCLOSURE TO CLIENTS** **Note:** The language on lines 205-287 is required by Wis. Stat. § 452.135(2) in an agency  
 204 agreement for brokerage services, such as real estate rentals, between a manager who is a real estate licensee and an owner/client.  
 205 Under Wisconsin law, a brokerage firm (herein firm) and its brokers and salespersons (hereinafter agents) owe certain  
 206 duties to all parties to a transaction:

- 207 (a) The duty to provide brokerage services to you fairly and honestly.  
 208 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
 209 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 210 it, unless disclosure of the information is prohibited by law.  
 211 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
 212 information is prohibited by law. (See lines 191-194.)  
 213 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
 214 confidential information or the confidential information of other parties. (See lines 270-279.)  
 215 (f) The duty to safeguard trust funds and other property the firm or its agents holds.  
 216 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 217 advantages and disadvantages of the proposals.

218 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**  
 219 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 220 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
 221 your transaction, unless you release the firm from this duty.  
 222 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse  
 223 Facts.  
 224 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
 225 that are within the scope of the agency agreement.  
 226 (d) The firm and its agents will negotiate for you, unless you release them from this duty.  
 227 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
 228 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
 229 advice is contrary to your interests.

230 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation  
 231 relationship"), different duties may apply.

**MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 232
- 233 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
- 234 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide
- 235 services through designated agency, which is one type of multiple representation relationship.
- 236 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
- 237 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
- 238 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
- 239 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
- 240 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
- 241 any of your confidential information to another party unless required to do so by law.
- 242 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
- 243 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to
- 244 more than one client in a transaction but neither the firm nor any of its agents may assist any client with information,
- 245 opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the
- 246 same agent may represent more than one client in a transaction.
- 247 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
- 248 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

- 249
- 250  The same firm may represent me and the other party as long as the same agent is not
- 251 representing us both (multiple representation relationship with designated agency).
- 252  The same firm may represent me and the other party, but the firm must remain neutral
- 253 regardless if one or more different agents are involved (multiple representation relationship
- 254 without designated agency).
- 255  The same firm cannot represent both me and the other party in the same transaction (I reject
- 256 multiple representation relationships).

257 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**

258 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**

259 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**

260 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**

261 **you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

262 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by

263 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own

264 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties

265 if doing so is contrary to your interests.

267 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**

268 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**

269 **advisor, or home inspector.**

270 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Manager and its agents will keep confidential any information given to

271 Manager or its agents in confidence, or any information obtained by Manager and its agents that a reasonable person

272 would want to be kept confidential, unless the information must be disclosed by law or you authorize Manager to

273 disclose particular information. Manager and its agents shall continue to keep the information confidential after Manager

274 is no longer providing brokerage services to you.

275 The following information is required to be disclosed by law:

276 1) Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 191-194).

277 2) Any facts known by Manager and its agents that contradict any information included in a written inspection report

278 on the property or real estate that is the subject of the transaction.

279 To ensure that Manager and its agents are aware of what specific information you consider confidential, you may list

280 that information below (see lines 282-284). At a later time, you may also provide Manager with other information you

281 consider to be confidential.

282 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

283 \_\_\_\_\_

284 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Manager and its agents): \_\_\_\_\_

285 \_\_\_\_\_

286

287

288 **LEAD-BASED PAINT PROVISIONS** If Property includes "target housing" (pre-1978 residential dwelling units) Owner

289 shall be responsible for identification and elimination of lead-based paint ("LBP") hazards and compliance with all

290 applicable LBP laws. Manager shall (a) advise Owner of Owner's obligations under the LBP laws, (b) ensure that  
291 Owner discloses known LBP, (c) ensure that Owner provides available LBP reports, the EPA's "Protect Your Family  
292 From Lead in Your Home" pamphlet, and the required warning language to tenants, and (d) obtain required signatures  
293 and the tenants' written acknowledgments.

294 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and  
295 persons registered with that registry by contacting the Wisconsin Department of Corrections on the Internet at  
296 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

297 **ADDITIONAL PROVISIONS** \*\*\*\*This agreement is for a 6 month term beginning January 1, 2020,  
298 ending June 30th 2020 unless agreed to be renewed by both parties. Manager will use  
299 contractors approved by the City of LaCrosse to complete maintenance and repairs. Manager  
300 will disburse any funds due to the Owner upon request.

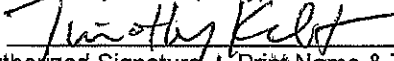
304 **ADDENDA** Any attached schedule of units, tenant screening standards, rental standards and criteria, detailed  
305 schedule of repair and maintenance responsibilities and \_\_\_\_\_  
306 \_\_\_\_\_ are made part of this Agreement.

307 **TERM** The term of this Agreement shall be: \_\_\_\_\_  
308  **Automatic Renewal of One-Year Term.** This Agreement shall be automatically renewed each year on an ongoing  
309 basis for additional one-year terms unless Owner or Manager delivers a written termination notice to the other at least  
310 30 days before the original or renewal expiration date.

311 **CAUTION: If Signed, This Agreement Can Create a Legally Enforceable Contract. Real Estate Brokers May**  
312 **Provide a General Explanation of The Provisions of This Agreement or Other Contracts But Are Prohibited By**  
313 **Law From Giving Advice or Opinions Concerning the Owner's Legal Rights Under this Agreement or Any Other**  
314 **Contract. An Attorney Should Be Consulted If Legal Advice Is Needed.**

315 All persons signing below on behalf of an Owner Entity represent that they have proper legal authority to sign for and  
316 bind that Entity.

317 Owner Entity Name (if any): City Of LaCrosse

318 (x)  01/08/2020  
319 Authorized Signature ▲ Print Name & Title Here ► TIMOTHY KABAT, MAYOR Date ▲

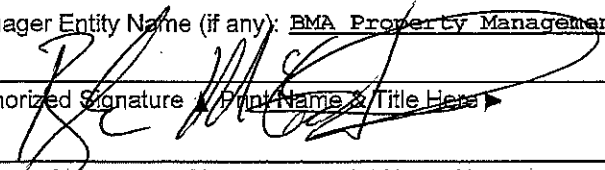
320 (x) \_\_\_\_\_  
321 Authorized Signature ▲ Print Name & Title Here ► \_\_\_\_\_ Date ▲

322 Owner Entity Name (if any): \_\_\_\_\_

323 (x) \_\_\_\_\_  
324 Authorized Signature ▲ Print Name & Title Here ► \_\_\_\_\_ Date ▲

325 (x) \_\_\_\_\_  
326 Individual Owner's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲

327 Manager Entity Name (if any): BMA Property Management

328 (x)  \_\_\_\_\_  
329 Authorized Signature ▲ Print Name & Title Here ► \_\_\_\_\_ Date ▲

330 (x) \_\_\_\_\_  
331 Individual Manager's Signature ▲ Print Name Here ► Bria McCarty, BMA Property Mgmt 1/8/20 Date ▲

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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