CHECK REQUEST Week of 03/18/2021

Project 1641-02-22 City of La Crosse, South Avenue USH 14- Green Bay St to Ward Ave La Crosse County, La Crosse, WI

PAYMENTS ARE TO BE SENT DIRECTLY TO PAYEE

Parcel	Amount	Payable to	Conveyance
31-225	\$11,104	Daniel Ottow	Residential
		1264 S Forest Lane	Housing Payment
		Prairie du Sac WI 53578	
			
			20000
	444 404		
Total	\$11,104		
	*	r e	
		F	1

Submitted by Maria Krueger Date 03/18/2021				
	Submitted by	Maria Krueger	Date <u>03/18/2021</u>	



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

FAX: 608-789-8184

March 15, 2021

Project: 1641-02-22 Parcel: 31-225 County: La Crosse

RE: Tenant RHP Replacement Residential Claim (Second Installment)

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-225 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-225	RHP-Tenant Tenant	Daniel Ottow	\$11,104.00

Mr. Ottow entered into a one-year lease agreement with Tanya and Steve Peters starting August 30, 2020. The monthly rental amount for the replacement is \$1,00 plus \$75 a month for sewer/water, gas, and electricity for a total of \$1,075 base monthly rent. As of March 15, 2020, Mr. Ottow has been at the replacement property for 6 months. The lease is enclosed for claim support.

The actual differential eligibility for Mr. Ottow for a replacement housing payment is \$19,104. On August 30, 2020 a claim for the first installment of the RHP was approved in the amount of \$8,000. I verified that Mr. Ottow is still living at the replacement site and is therefore eligible for the remainder of the differential in the amount of \$11,104.

Therefore, I recommend approval of the second installment of \$11,104 for the Replacement Housing Payment. In addition to the approved Replacement Housing Payment Computation, attached is confirmation of payment March's rent.

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

RELOCATION CLAIM - APPLICATION AND RELEASE RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) Daniel Ottow			Date Claim Submitted to WisDO	Т
Replacement Property Address 1264 S Forest Lane, 1	Prairie du Sac.	ωı	Relocation Agent Name James Makuski Maria	
Subject Property Address 2350 South Avenue, Apt. 225, La Cr		<i>635</i> 78	Actual Vacate Date from Subject 8-31-20	
The relocation program is a reimburs necessary to receive reimbursement. Documentation of payment and work	All applicable federal ar	nd state statuto	ermined by WisDOT as actua ory and administrative code p	al, reasonable and provisions apply.
	Owner occupant (subject) Tenant occupant (subject) Landlord (subject)	Replaceme		y – no displaced persons
	AGR	EEMENT		
In the event of a condemnation case, a payment. An advance payment shall condemnation proceedings. An agency payment shall be contingent on a person	the Agency shall promptly be made when an agency s offer shall be used as the	pay a replacer cy determines ne initial acquisit	the acquisition payment will I	be delayed because of
(a) the agency shall re-compute the through condemnation proceedings	e replacement payment us ;	ing the acquisit	on amount, as final negotiated	I and/or set by the court
(b) the person shall refund the exce- payment if it exceeds the amount per not required to refund more than completed when a person does not	aid for a replacement or th the advance payment. The sign an affidavit.	e agency's dete	rmined cost of a comparable re	eplacement. A person is
I (We) certify that the foregoing statement costs in the amount shown after each item for the benefit claimed herein as shown a Wisconsin Department of Transportation arising through this project, for the listed in the statement of the statemen	 I (We) certify that I have no above. I (We) agree to acce and any public body, board 	ot submitted any opt the amounts d or commission	other claim for or received paym as payment in full for the items	ent of any compensation claimed, and release the
0.0004	C 2.621			
Claimant Signature	3-08-21 Date	Claimant Sig	nature	Date
Pariel Ottow				
Daniel Ottow Print Name	este ou trailing gifts	Print Name	The second secon	
			and the second second second second	alverius a
DOT!! O!				
WisDOT Use Only				
Appropriate supporting documentation in Agent indicate items attached:				
BTS returned for additional explanation/	documentation, date:			i i rate y
I certify to the best of my knowledge the federal laws.	e amount of the approved	and this claim c	onforms to the applicable provi	sions of state and
x Maria Krueger	03/15/2021	X TAGO	an Oppraved	3/17/2021
Relocation Agent Signature	Date	BTS Reloca	don Facilitator Signature	Date
Maria Krueger	a a guarante de la constitución de		ey Johnsrud	
Print Name	110	Print Name	Parcel No.	
Projec 1641-0		County La Crosse	31-225	

	Items Claimed	Reference	Amount Claimed	Amount Approved
Reside	ential			
1. Mo	ving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Mo	ving expenses - Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$ 323.54 * 23.5	\$ 2 1925
3. Exp	penses 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. Rep	placement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$ 11,104	\$11,104.00
5. Mor	tgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incid	dental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-R	esidential		The State of Land Annual	
7. Mov	ring expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
Re-I	Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
	ed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
0. Exp	enses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
а.	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)	\$	\$
	iness Replacement Payment			
a.	Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1);	\$	\$
b.	Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Adm 92.96 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	\$	\$
	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. Stat32.19(4m)(a); Adm 92.94	\$	\$
f.	Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
	Only Payment – No displaced persons			
ersonal	Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
ctual Mo	ove (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
		TOTAL	\$ 11,104	\$11,104.00

REPLACEMENT HOUSING PAYMENT – TENANT

Wisconsin Department of Transportation

Computation Form RE1948 09/2018

□ Tenant -			□90 Da	y – Owner Occu	ıpant		<90 Da	y – Own	er C	Occupant	
Subject Pi											
Name, Damei O	ttow									Number of Occu	ipants:01
		nent 225, La Crosse, WI					Apartmer	nt Number: 2	25	Habitable Area	Required: 900
Subject PropUnit Type-SF, Duplex, etc.: Apartment Complex Approximate Age: 15+/- State of Repair: Average Age: 15+/- State of Repair: A								Approximate Ha	bitable Area: 900		
Type of Constru	Type of Construction: Concrete Block/Wood Frame DSS: Yes Type of Neighborhood: Urban Number of Rooms: 3							ns: 3			
Utilities Available	Utilities Available: Gas/Water/Sewer/Electric Furnished: Unfurnished: Unfurnished Number of Bedrooms: 1										
Section A	– Available C	omparable Housir	ng – Com	nputations are m	ade using (Comparable	Proper	ty A liste	ed be	elow	
Comparable Property	Habitable Ar	li li		Address or Lo				Actual Re	1/6	Est. Avg. Utilities	Monthly Rent
A	950+/-	1935 Mille	r Street, La	Crosse				\$885	+	\$100	= \$985
В	950+/-	1935 Mille	r Street, La	Crosse				\$885		\$100	= \$985
С	900+/-	5500 Morn	non Coulee	Road, Unit 1, La C	rosse			\$835		\$110	= \$945
		nt Housing Payme		ılation							
			\$985				er month	X 48 m	onth	s = <u>\$47,28</u>)
		Rent (Complete all a		e items. If not ap	plicable, sp						
		d (Average of last 3 e of last 12 months)				\$540		-			
00	ilities (Average	e of last 12 months)				+ \$47	= \$				
		OR					- ψ	3 <u>01</u>			
b. Ec	onomic Rent					\$-0-					
Uti	ilities (Average	e of last 12 months)				+ \$-0-		_			
							= \$	\$- <u>0-</u>			
		nt of Gross Monthly						\$-0-			
		ated for Shelter & L			7		40	<u>\$-0-</u>			
		Lesser of (a) OR (late) tal Housing Payme				_per month		nonths)	=	\$28,17 \$40.40	
4. Equais	maicated Nen	itai i lousing r ayine	iii (ivew	Monthly Rent III	ilius baseiv	ioniny Ren	11.)			<u>\$19,10</u>	4
Note: Thirty "low income Section 8 pr	" by the U.S. I	of the displaced per Department of Hous	son's ave	erage monthly gi Urban Developn	ross housel nent's Annu	hold income al Survey o	e, if the l of Incom	househo ie Limits	ld in for t	come is clas the Public H	ssified as ousing and
THE R. P. LEWIS CO., LANSING, S. LEWIS CO., LANSING, S. L.	lacement Pay	ment						***************************************			
		ousing payment sha	all be ma	de in two	Amount of	f first installı	ment			\$8,000	
installments					Amount of	f second ins	stallmen	t		\$11,104	1
Attachment	7.77	Chart									
	ll Comparison ation of compa	chart arable properties fro	om sourc	e of information							
				o o milomiation					este construction		
Relocation Specialist Statement of Certification – I certify that: 1. The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge; 2. I understand that the determination may be used in connection with a Federal Aid Project; 3. I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit from this payment. APPROVAL RECOMMENDED: 02-10-2020											
		James Makusk	- Real F	state Specialist/Ad	dvanced					Date	
00110:	ON ABBES!			hnsrud						2/17/2020	
COMPUTATION	ON APPROVED		1	ation Facilitator						2/1//2020 Date	
	A CONTRACTOR OF THE CONTRACTOR						****				
		Project ID:1641-02-	22	Project: La Cross	se	County: La	a Crosse		P	arcel: 32-225	
							60				

**I o maximize space usage most of the fillable fields use the auto font size. TAKE NOTE, once the field box is filled the text gets smaller to accommodate more characters.



Print Record RESIDENTIAL RENTAL AGREEMENT

Clear Data

1	This Agreement for the premises identified below is entered into by and one or more) on the following terms and conditions:						
	TENANT: (adults and children)	LANDLO	RD: Tan	رف من	nd St	eve Pet	ters_
4	taniel Ottow	Agent for					
5		service of			(name)		•
6	Additional occupants under the age of eighteen (18) residing on the	N530	U2780E			Pd (e-mail)	•
7	Premises:	Sus		WI	address) O	530	
Ŗ		Naant fair	(city, village,	town)		(state)	(zip)
9	PREMISES: Building Address	Agent for maintenar		,	(name)		
10		managem	ent(ph	ioue)		(e-mail)	
11	Declare Licas Over 62500	***			address)		
12		A sout for	Land!			(state)	(zíp)
13 14	micro, washer/Dryer / Dishwasher	Agent for collection of rents		one)	(name)	(e-mail)	.
			, tb.,		ddraea)		
	RENT: Rent of \$ 1,000 for Premises and			,	address)	Table 1	fel el
16	· · · · · · · · · · · · · · · · · · ·	TERM: (S	(cily, village, Strike either (a)		r complete	(state) a date:):	(zip)
17		(a) Month	to month bed	dinning on			; or
18	CHECAN INT ERROR	(b) For a t	erm of 12	months beg	inningion_	08/30/2	ND ,
19	If rent is received after Third day of each received.	and en	ndling on <u>0</u> 5 An Agreement	for a fixed te	erm expires	at 12:00	0 noon'. er notice.
20	the Tenant shall pay a late fee of \$ 50.	If tenano	ev is to be cont	inued bevor	nd this term	n, parties shou	uld make
21			nents for this in S: Check if pa			ndlord	Tenant
22 23	hedrene at the contract and the contract and are also and are also and are also and are also	Electrici					X
24		Gas					<u> </u>
25	under this Agreement. Acceptance of a delinquent payment	Heat			. ميد	<u></u>	- X
26	does not constitute a waiver of that default or any other default	Air Cond					- ×
27	under this Agreement. Other Landlord or Tenant obligations:	Sewer/V			,,,,		- x
	Smoke/Clo Detectors are to remain	Hot Wat	er -			×	
	functional and maintained by tenant(s).	O11				<u></u>	
	Tenant(s) are to notify landloved of leaks and	If utilities	or services p	ayable by	Tenant are	not separate	ely
31	mechanical problems. No smoking allowed on premises, including deck.	metered	l, tenant's sha	re of paym	ents are al	located as fo	ollows:
	SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall p	2010 00010	dtu donaalt in	tha amai int	of ¢ l. D	nn.	to be held
34	by Landlord or Landlord's agent. The deposit, less any amounts legally w	vithheld, wil	ll be returned :	to Tenant's	last know	n address Wi	ithin twenty-
35	one (21) days after any event set forth in Wis. Stat. § 704.28(4). If any po	ortion of the	e) deposit is wi	ithheid. Lan	idlord mus	st provide ler	nant with a
36 27	written statement accounting for amounts withheld. The statement shall the security deposit, and the amount withheld as reasonable compensat	describe each	acn item or pr	nysicai dami n. If repair c	age or our	iot known wi	thin twenty-
38	one (21) days Landlord may use a good faith estimate in the written acco	ounting. Th	ne reasonable	cost for ter	nant dama	ige, waste, o	r neglect of
39	the premises, normal wear and tear excluded, may be deducted from	Tenant's s	security depos	sit as well a	as any am	ounts set to	orth in Wis.
40	Stat. § 704.28(1). Tenant may not use the security deposit as payment 1 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Ter	for the last	month's rent v	without the	wuîtêu be	rmission of L	.andiqid. Wlog within
42	seven (7) days after the start of their tenancy; (a) inspect the unit and not	tify Landlor	d of any pre-e	xisting dan	nages or d	lefects, and (b) request a
43	list of physical damages or defects, if any, charged against the previous T	enant's sec	curity deposit.	If such a re	iquest is m	nade by Tena	nt, Landlord
44	will supply Tenant with a list of all physical damages or defects charged or not those damages or defects have been repaired. Said list will be p	d against th	ne previous te	nants secu	arity depos	sit regardiess	ed) lest was
46	received or, within seven (7) days after Landlord notifies the previous tena	ant of the se	ecurity deposit	t deduction	s, Whichev	er occurs lat	ter. Landlord
47	need not disclose previous tenant's identity nor the amount deducted from	om the prev	vious tenants	security de	posit. Lan	idiord will pro	ovide lenant
48 49	with a Check-In / Check-Out sheet. Should Tenant fall to return it to Land considered to have accepted the Premises without any exceptions.	aiora withir	ı seven (/) 'da)	ys aπer τηe	SIART OF IN	е сепапсу, 16	ea iily ji ish ie
50	RULES: Landford may make reasonable rules governing the use and o	ccupancy	of the Premise	es and the	bullding in	which it is to	ocated. Any
51	fallure by Tenant to substantially comply with the rules will be a breach of amend the rules to provide for newly added amenities or to meet change	this Agree	ment and may	<i>i</i> result in th	e eviction	of lenant. La	andlord may
53	such amendments may unreasonably interfere with Tenant's use and enjoy	syment of the	he Premises o	or the prope	irty of whic	ch it is part. A	copy of the
54	rules, if applicable, have been given to Tenant at the time of application a	and at the t	ime of the sign	ning of this	Agreemer	it.	
					A SECURIT FOR SHIP CONTRACTOR		THE RESIDENCE OF THE PERSON OF

55 NOTICE TO VACATE: Lease for Term - No written notice is required to terminate a lease for term because the lease automatically ends on the 56 last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to 57 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. Month to Month Tenancy - Written 58 notice must be received by the other party at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month to month 59 tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of 60 a calendar month.

61 CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws 62 of Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey 63 all governmental orders, rules and regulations related to the Premises, including local housing codes.

64 CONDITION OF PREMISES: Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and 65 acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to 66 taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received 67 less normal wear and tear.

68 POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises 69 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in 70 accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided 71 under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has 72 vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, 73 Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, 74 surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this 75 Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable 76 efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant 77 shall remain liable for any deficiency, if Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of 78 this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

79 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the 80 absence of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and 81 Landlord may dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of 82 personal property that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription 83 medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a 84 titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by 85 personal service, regular mall, or certified mall to Tenant's last known address, prior to disposal.

86 USE OF PREMISES AND GUESTS: Tenant shall use the Premises for residential purposes only. Operating a business or providing child care 87 for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any 89 unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything 89 which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in 90 Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for 91 the size and facilities of the Premises. Unless prior written consent is given by Landlord, Tenant may not have any person who is not listed on 92 this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3) 93 consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, 94 or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

95 NON-LIABILITY OF LANDLORD: Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which 96 Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or 97 Interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury 98 or damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, 99 and/or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any 100 claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties; including other tenants.

101 CRIMINAL ACTIVITY PROHIBITED: Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to 102 engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), 103 Landiord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant 104 to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or 105 other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or 108 safety of, or right to peaceful enjoyment of the Premises by, other tenants, (b) orlininal activity that threatens the health or safety of, or right 107 to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) oriminal activity that threatens 108 the health or safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or 109 distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. 110 Stat. § 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related 111 criminal activity.

112 DANGEROUS ITEMS AND ACTIVITIES PROHIBITED: Tenant, any member of Tenant's household, guest, or invitee shall not possess or 113 use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water 114 recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of 115 Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

116 MAINTENANCE: Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and 117 those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under 118 Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by 119 Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the 120 Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior 121 appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted 122 specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat 123 for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

VO Tenant 1 Initials Tenant 2 Initials

Tenant 3 Initials

Tenant 4 Initials

127 128 129 130 131 132 133 134 135 136 137	25 information and/or documentation to Tenant via electronic means: (a) a copy of 26 agreement; (b) a security deposit and any documents related to the accounting 27 refund; (c) any promise to clean, repair, or otherwise improve any portion of the 28 agreement with Tenant, (d) advance notice of entry to inspect, make repairs, or secontinuation of AGREEMENT: If Tenant continues to occupy the Premis 30 payment of rent; which is accepted by Landlord, Tenant shall be under a month 31 original rental agreement unless other arrangements have been made in writing. 32 ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublications with the consent of Landlord. This prohibition includes, but is not limited to, show a Airbnb, Homeaway, or VRBO. 35 MODIFICATIONS AND TERMINATION: This Agreement may be terminated of parties may terminate this Agreement and enter into a new Agreement instead of Severability of Rental Agreement Provisions: The provisions of the agreement is found to be void or unenforceable, the unenforceability of that property of the provisions of the office of the provisions of the office of the original provisions.	and disposition of the security deposit and security deposit Premises made by Landlord prior to entering into the rental/how the Premises to prospective tenants or purchasers. es after the expiration of this Agreement and makes a timely to month tenancy with the same terms and conditions of the et the Premises, or any part of the Premises, without the prior or term rentals and/or vacation rentals through websites like a modified by written agreement of Landlord and Finant. The renewing it, assigning it, or subleasing the Premises.
141 142 143 144	40 NON-WAIVER: Any fallure to act by Landlord with regard to any specific violatic to considered temporary and does not waive Landlord's right to act on any future violation. It from Tenant for rent or any other amount owed, is not waiving its right to enforce its TIME IS OF THE ESSENCE: As to delivery of possession of Premises to Tenan to pefore; vacating of the Premises, return of Landlord's property, payment of	olation or breach by Tenant. Landlord, by accepting payment a violation or breach of any term of this Agreement by Tenant. t, completion of repairs promised in writing in the Agreement
	15 Agreement or by law. 16 <i>Time is of the essence</i> means that a deadline must be strictly followed.	
	17 SPECIAL PROVISIONS:	•
	8 Landlord/Tenant Amendment are part of this	Pase.
	Tenant(s) agree that emails/text messages	
	cation for notifications and general corresp	
	Tenant(s) will provide updated contact informa	
	2 Proof of Renters Insurance is Required.	mon as it enarges.
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153	Tenant(s) agree to adhere by the ND PETS p	in a large description
154	4 Tenant (s) agree to professional carpet clear	ning before the end of the lease term
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156	6 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential	Rental Agreement as well as any Rules and Regulations, if
156 157	6 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential 7 applicable, for review prior to entering into this Agreement and prior to accepting	any earnest money or security deposit.
156 157	6 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential	any earnest money or security deposit.
156 157 158	6 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential 7 applicable, for review prior to entering into this Agreement and prior to accepting	any earnest money or security deposit.
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174 PAYMENT FOR DAMAGE: Tenant is responsible for any damage, Waste, or neglect caused by Tenant, any members of Tenant's household, 175 guests or invitees including, but not limited to, damage, waste, or neglect to the Premises, common areas, building, or grounds. Tenant must 176 pay Landlord for any costs to repair or replace any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay 177 estimated repair cost before work will begin. Payment of said cost by Tenant does not walve Landlord's right to terminate Tenant's tenancy for 178 causing the damage, waste, or neglect. Failure to pay said amounts within the specified time period is a material breach of this Agreement and 179 grounds for eviction.

180 **REIMBURSEMENT TO LANDLORD:** If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the 181 option, but is not required, to pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) 182 days of demand. Reimbursement after Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said 183 amounts initially. Failure to reimburse Landlord after demand is a material breach of this Agreement and grounds for eviction.

184 NO MODIFICATIONS TO PREMISES: Tenant may not make any modifications to the Premises without the prior written consent of Landlord.

185 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, 186 drilling of holes, mounting of flat-screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications 187 that would be attached to the celling, floor or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings or 188 related items within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises 189 to its original condition. Payment of said costs by Tenant does not walve Landlord's right to terminate Tenant's tenancy for violating this provision, 190 EXTERMINATION COSTS: Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are 191 found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invites) acts, 192 negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

193 ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon 194 twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply 195 with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent 196 and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without 197 providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

198 BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. 199 Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landford shall give Tenant written notice of the breach 200 requiring Tenant to remedy the breach or vacate the Premises on of before a date at least five (5) days after the giving of such notice, and if 201 Tenant falls to comply, with such notice, Landford may declare the tenancy terminated and proceed to evict. Tenant from the Premises, without 202 limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the 203 breach or been permitted to remain in the Premises, and within one (1) year of such previous breach; Tenant breaches the same or any other 204 covenant or condition of Tenant's lease, this lease may be terminated if, Landford gives notice to Tenant to vacate on or before a date at least 205 fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy 206 pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions shall apply to any lease for a specific term and do not 207 apply to a month to month tenancy. If Landford commits a breach, Tenant has all rights, and remedies as set forth under the law, including Wis. 208 Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

209 RESPONSIBILITY FOR UTILITIES: Tenant must maintain, and will be responsible for the cost of, all utilities for the Premises until the end of 210 the lease term or until the last day that the Tenant is responsible for rent.

211 **RENT:** Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted: 212 If any of Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made 213 via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and 214 defined as "rent."

215 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised 216 date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion 217 of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

218 CODE VIOLATIONS AND ADVERSE CONDITIONS: There are no code violations or other conditions affecting habitability of the Premises 219 unless indicated otherwise in writing.

220 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal 221 property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance 222 that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/223 or the Landlord.

224 NOTICE OF DOMESTIC ABUSE PROTECTIONS:

225 1. As provided in Wis, Stat. § 106.50 (5m) (cm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or 226 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 227 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 228 person who was the tenant's invited guest, but the tenant has done either of the following: (1) Sought an injunction barring the person the 229 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 230 has not subsequently invited the person to be the tenant's guest.

231 2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited 232 situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law 233 enforcement agency.

234 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. 235 DAMAGE BY CASUALTY: If the Premises are damaged by fire or other casualty ("the casualty") to a degree which renders it untenantable, 236 and if, in Landlord's sole discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate 237 until the Premises is restored to a condition comparable to its condition prior to the casualty. Tenant's liability for rent will not abate if the casualty 238 was caused in any part by the negligence or intentional acts of Tenant, members of Tenant's household, guests or Invitees. Tenant may be 239 required to vacate the Premises during repairs. If, in Landlord's sole discretion, the Premises cannot be repaired in a reasonable period of time, 240 this Agreement will terminate as of the date of the casualty. If, after the casualty, the Premises remain tenantable, Landlord will complete repairs 241 as soon as reasonably passible.

	WO .				
1.50	Tenant 1 Initials	Tenant 2 Initials	Tenant 3 Initials	Tenant 4 Initials	•
5/11/2018 - Drafted by	Attorne <u>x</u> Tristan R. Pettit	of Petrie + Pettit S.C.		© 2019 Wisconsin Le	egal Blank Co., Inc.
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Print Record

Import Data

Wisconsin Legal Blank Co., Inc. Milwaukee, Wis Pg. 1 of 3

Clear Data

RULES AND REGULATIONS

City: Prairie du sac	State; WI	7!	53578	
	City: Prairie du sac	City: Prairie du sac	City: Prairie du sac state. WI 72	City: Prairie du sac State: WI Zip: 53578

GENERAL

- These rules and regulations are necessary to insure the proper use and care of the property as well as to insure the protection and safety of the landlord, his employees, other tenants, and neighbors.
- Tenant will be responsible for the conduct of any and all family members, guests, invitees, and/or others under tenant's control.
- The term "tenant" is defined broadly and includes, all persons named in the rental agreement, their family members, guests, invitees, and/or others under their control.
- Landlord will not tolerate criminal activity or any other activity that disturbs others or damages the property.
- Landlord has the right to make other reasonable rules and regulations as may be necessary for the safety of others and the property. 5
- A violation of these rules and regulations constitutes a material breach of tenant's rental agreement and may result in termination of tenancy and eviction.
- These rules and regulations will be enforced strictly and without exception.

USE OF THE PROPERTY

- The term "property" is defined broadly and includes, but is not limited to, the home or apartment building, individual rental units, common areas, grounds upon which the home or apartment building is located, and any other associated physical structures.
- The property is to be used as a personal residence only and is for the individuals listed on the rental agreement only.
- The property shall not be used to operate any form of business for any reason, including but not limited to, a child-care facility. 10
- The property shall not be used for any illegal activity whatsoever or for any activity that in the opinion of the landlord will damage the property. 11
- Tenant shall not do anything in the premises or on the property that may increase the risk of fire or compromise safety, increase the landlord's insurance premiums, or which would be a violation of state or local laws or regulations.
- Tenant shall not keep any hazardous items inside of the property, including but not limited to: lighter fluid, gasoline, kerosene, propane, 13 paint thinner, acetone, or other volatile materials.
- No rummage sales, or sales of any kind, may be held on the property without the prior written consent of landlord. 14
- 15 No car washes, for profit or otherwise, may be held on the property without the prior written consent of landlord.
- 16 Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended.
- 17 Tenant agrees not to destroy, deface, damage, or remove, any part of the property.

APPEARANCE & UPKEEP OF PROPERTY

- Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the rental unit or on the property without the prior written consent of landlord.
- Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets, or sheets are not allowed. 19
- Tenant agrees to keep the rental unit in a clean, safe, and sanitary condition and not litter the property.
- Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall only use the proper wattage of bulb as specified on the light fixture.
- Tenant is responsible for replacing any batteries for smoke alarm and carbon monoxide detectors located within the rental unit. 22
- Tenant agrees to regularly and properly dispose of garbage and recyclable materials and to place such items in the proper receptacles provided for that purpose.
- Neither garbage nor recyclable materials shall be kept on the porch, common areas, or grounds. Tenant agrees to comply with any and all laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials.
- 25 If tenant wishes to dispose of any large items, it is the responsibility of tenant to make special arrangements in accordance with local ordinances and laws, to dispose of such items. Any charges incurred by landlord as a result of tenant's failure to comply with the above will be the responsibility of the tenant.
- Tenant agrees to keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common areas or on the grounds and will be immediately removed and disposed of by landlord. Any costs incurred by landlord to remove tenant's property will be the tenant's responsibility.
- Tenant shall cooperate with the landlord to keep common areas and grounds in a safe and clean condition. 27
- Tenant agrees to promptly notify landlord of any maintenance or repair issues.

MODIFICATIONS TO PROPERTY

- Tenant is prohibited from making any alterations, additions, or improvements to the inside or outside of the property, including but not limited to, painting, varnishing, wallpapering, or installing any fixtures, without the prior written consent of landlord.
- Should tenant make any alterations, additions or improvements in violation of the above, landlord may immediately remove it and tenant will be responsible for all costs incurred by landlord to return the property to its original condition.
- 31 Tenant is not authorized to instruct any contractors hired by landlord to provide any additional services not previously authorized by landlord.

DAMAGE TO THE PROPERTY

- 32 If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by tenant, tenant will be responsible for the repair costs incurred by landford.
- 33 Tenant must reimburse landlord for any repair costs within fifteen (15) days of demand.

CHANGING LOCKS

- 34 Tenant will not install additional or different locks or gates on any doors or windows in the property without the prior written consent of landlord.
- 35 If landlord approves tenant's request to install or change locks, tenant agrees to provide landlord with a new key within twenty four (24) hours.
- Tenant will be responsible for any repair costs incurred by landlord to gain entry to property if tenant does not provide landlord with a new key within twenty four (24) hours.
- 37 Tenant shall not give any keys to the property to any person other than those listed on the rental agreement without the prior written consent of landlord.

PLUMBING

- 38 Tenant will be responsible for the cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities by tenant. Tenant will not dispose of any cloth, metal, glass, wool, plastic, condoms, feminine hygiene products, or similar items in the toilet, sink, or garbage disposal.
- 39 Tenant will immediately report to landlord in writing if any pipes or faucets are leaking or if any toilet continues to run.
- 40 Tenant will not leave water running except during actual use.
- Tenant will only do laundry in designated areas and during the posted hours unless otherwise approved by landlord.

SMOKING

- 42 No smoking is allowed on the property at any time unless otherwise indicated in writing by landlord.
- 43 Any damage to the property as a result of tenant's smoking will be the tenant's responsibility.

WATERBEDS

44 No furniture filled with liquid, including but not limited to waterbeds, is allowed on the property without the prior written approval of landlord.

LOITERING

Tenant will not loiter, congregate, or play in common areas of the building, including but not limited to the hallways, stairways, basement, garages, storage areas, and driveways.

NOISES & ODORS

Tenant will not make or permit noises or acts that will disturb the right or comfort of other tenants and/or neighbors. Tenant agrees to keep the volume of any radio, stereo, television, computer, musical instrument, or any other device at a level that will not disturb other tenants or neighbors.

GUESTS

- 47 Tenant is responsible for the conduct of any and all guests.
- 48 No guest shall remain overnight in the property for more than two (2) weeks per month without the prior written consent of landlord.
- 49 No guest shall remain on the property unless tenant is also present.

PETS

50 Pets are not permitted on the property at any time without the prior written consent of landlord.

GRILLING

- 51 No grilling is allowed within ten (10) feet of the property.
- 52 No grilling is allowed on any balcony or porch.
- 53 Only covered grills are allowed to be used no fire pits or bonfires allowed.
- Any grilling materials must be removed from common areas and/or grounds after use.
- 55 Indoor storage of gas grills, gas tanks, charcoal, or lighter fluid is prohibited,

SUBLETTING / ASSIGNMENT

Tenant is not allowed to subjet or assign the rental unit, or any part of it, without the prior written consent of landlord.

VEHICLES

- 57 Only vehicles authorized by landlord may be parked on property.
- Tenant must register the license plate number, model, and make of tenant(s) vehicle(s). 58
- Vehicles of tenant's guests must be parked in designated spaces, if any, otherwise they must be parked on the street. 59
- Tenant's guests or invitees may not park their vehicles in other tenant's parking spaces. 60
- Tenant shall not park any unregistered, unlicensed, or inoperable vehicles on the property. 61
- Tenant shall not park any commercial or recreational vehicles on the property without the prior written consent of landlord. 62
- At no time is tenant allowed to repair vehicles on the property, including but not limited to, changing flat tires and/or changing oil. 63
- Any unauthorized, unregistered, or inoperable vehicles on the property may be ticketed and/or towed. 64
- Tenant shall not drive any vehicle on the grass or sidewalk at any time. 65
- Vehicles must be maintained in reasonably good repair and shall not drip fluids or cause damage to landlord's property. 66
- If tenant's vehicle causes any damage to the property, such costs to repair, will be the tenant's responsibility. 67
- Tenant shall not wash any vehicles on the property without the prior written consent of landlord. 68

INSURANCE

It is tenant's responsibility to obtain insurance coverage for their personal property stored on the property. Landlord shall not be responsible for any loss or damage to tenant's property unless the loss or damage was the result of landlord's negligent acts or omissions.

NON-WAIVER

70 Any failure to act by Landlord with regard to any specific violation or breach of these Rules and Regulations by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant,

ADDITIONAL RULES AND REGULATIONS:

- Smoke & CO Detectors to be maintained by tenant functioning at all times. Tenant will notify landlord immediately
- if detectors are not operational or if there are any other known mechanical problems or plumbing leaks
- Tenant is responsible for any clogged plumbing (including toilets and drains). Lint traps are to remain on wash machine
- discharge hose and should be changed out if clogged. Furnace filters should also be changed regularly(at minimum qu). 74
- No wiring of any kind is allowed on inside or outside of unit or building(cable, internet, phone etc.) without written 75
- 76 permission of landlord.
- No painting or other alterations allowed without written permission from landlord. 77
- Felt/Rubber pads are to be used under any furniture resting on the floors. 78
- Exterior/Basement doors are to remain locked at all times. 79
- Tenant must update contact information as it changes and tenant agrees that e-mails are accepted for any notification 80
- Off-street parking is available for (2) vehicle and guests must park on the street.
- Smoking is not allowed in the building or on the premises 82
- Summer Yard work & winter snow removal is shared with the other residents in the building. 83
- No storage of flammable substancesis allowed on premises. 84
- No Direct TV or Satellite Dish allowed. Cable drilling in to unit not allowed without written approval of landlord.

A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT.

Tenant 1 Dan	iel J. OHow	Daniel J. D. How	6/27/20 Date
Tenant 2		7	54,5
Tenant 3	Print Name	Signature	Date
	Print Name	Signature	hata
Tenant 4			Date
Landlord	Print Name	Signature	Date
	Print Name	Signature	Date

Apply to account: NA	HE-MARIEMBRE WITE		190221970
DANIEL OTTOW	64-79 611	02/22/2021	0180589751
	iPay Solutions PO BOX 258819 Oklahoma City, OK Phone: 866-851-472	73125-8819 19 ext 705520	
PAY (ONE THOUSAND DOLLARS AND NO 100)			AMOUNT
TO THE ORDER TANYA PETERS		*	*\$1000.00
Suntrust Bank		Į.	, Severagen
•			d After 90 Days
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