



1243 Badger Street, La Crosse, WI 54601

Phone: (608)782-7368 Fax: (608)782-7369

**T H R E E S I X T Y**  
REAL ESTATE SOLUTIONS, LLC

**RESIDENTIAL LEASE**

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

TENANT(S):	Bryan Jostad, La Crosse County																																
LANDLORD'S AGENT	<u>Three Sixty Real Estate Solutions, LLC</u> Address: <u>1243 Badger Street, La Crosse, WI 54601</u> Landlord's Agent for maintenance, management, service of process and collection of rent: <u>Three Sixty Real Estate Solutions, LLC 608-782-7368</u> Address: <u>1243 Badger Street, POBOX 609, La Crosse, WI 54602</u>																																
PREMISES	421 423 West Ave, 421WEST, La Crosse, WI 54601																																
RENTAL TERM	First Day of Term: 10/01/2020 Last Day of Term: 12/31/2020																																
UTILITIES	Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows: <table border="1"> <thead> <tr> <th>Utility Charges</th> <th>Electric</th> <th>Heat</th> <th>Water</th> <th>Unit Gas</th> <th>Cable</th> <th>Internet</th> <th>Trash/Recycling</th> </tr> </thead> <tbody> <tr> <td>Included in Rent</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Separately Metered</td> <td>X</td> <td>X</td> <td></td> <td>X</td> <td>X</td> <td>X</td> <td></td> </tr> <tr> <td>Cost Allocation *</td> <td colspan="7">City of La Crosse Water/Sewer billed quarterly</td> </tr> </tbody> </table>	Utility Charges	Electric	Heat	Water	Unit Gas	Cable	Internet	Trash/Recycling	Included in Rent							X	Separately Metered	X	X		X	X	X		Cost Allocation *	City of La Crosse Water/Sewer billed quarterly						
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Cost Allocation *	City of La Crosse Water/Sewer billed quarterly																																
RENT	Rent Amount \$1,200.00 per month plus N/A, N/A, N/A, N/A, N/A, N/A per month. Due on or before the FIRST day of each month. There is a \$10.00 per day late fee for rent paid after the 1 <sup>st</sup> day of the month. Rent checks shall be made payable to Landlord and mailed or delivered to Landlord. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT. Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Lease.																																
SECURITY DEPOSIT	Upon execution of this Lease, Tenant agrees to pay a security deposit in the amount of \$1,200.00 to be held by Landlord or Landlord's Agent. Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises as established in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises, Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.																																
MOVE-IN INSPECTION SHEET	Tenant acknowledges that when Tenant commences his or her occupancy of the Premises, Landlord is required to provide a check-in sheet. Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the move in inspection sheet and return it to Landlord. Any items reported after 7 days are billable to the Tenant at \$55.00 per hour plus materials.																																
SPECIAL CONDITIONS	<u>Special Conditions:</u> Landlord requires Tenant(s) to carry Renters Insurance, this is not verified by Landlord. \$35 Returned Payment/NSF Fee.  After the first month's rent has been paid by check, cash, or money order Tenant will receive an email to be able to make payments online																																
LANDLORD'S RIGHT TO ENTER	Landlord may enter the Premises occupied by Tenant, at reasonable times with at least 12 hours advance notice, to inspect the Premises, make repairs, or to show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.																																
MITIGATION; ABANDONMENT; PERSONAL PROPERTY	If Tenant vacates from the Premises before the last day of the rental term, Tenant shall be liable for all rent and utilities due under this Lease through the last day of the term, plus damages incurred by Landlord, and less any net rent and utilities received by Landlord in re-renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].  Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Lease.																																



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LEAD-BASED PAINT PROVISIONS (If Premises is target property constructed before 1978 )	Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the <i>Protect Your Family from Lead in Your Home Pamphlet</i> (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.
TENANT RULES & OBLIGATIONS RESIDENTIAL USE	<p>During the term of this Lease, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise as follows:</p> <ol style="list-style-type: none"> <li>1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family. No more than 2 people shall occupy any bedroom.</li> <li>2. To NOT make or permit use of the Premises for any purpose that will injure the reputation of the Premises or the building of which they are a part.</li> <li>3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy including the use of candles, incense or open flames.</li> <li>4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located. See fines under lease addendum and non-standard rental provisions.</li> <li>5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.</li> <li>6. To obey all lawful orders, rules and regulations of all governmental authorities. See fines under lease addendum and non-standard &amp; rental provisions</li> <li>7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.</li> <li>8. To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.</li> <li>9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following: <ol style="list-style-type: none"> <li>a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.</li> <li>b. Alter or redecorate the Premises.</li> <li>c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.</li> <li>d. Attach or affix anything to the exterior of the Premises or the building in which it is located.</li> </ol> </li> <li>10. To NOT permit any guest or invitee to reside in the Premises without prior written consent of Landlord.</li> <li>11. To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.</li> <li>12. To NOT assign this Lease nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Lease. Itemized charges will be taken from Security Deposit.</li> <li>13. To vacate the Premises at the end of the term, and immediately leave the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address at the premises and contact the Landlord. To provide no less than a 60-day written notice to vacate; the end date which shall coincide with the end of the lease term date. Landlord/Agent reserves the right to cancel all "month-to-month" tenancy with a 30-day notice to vacate. There is not pro-rated tenancy in the final month of the lease term. No verbal notices are accepted.</li> <li>14. To NOT engage in, or allow any guest or invitee to engage in, any criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants, persons residing in the immediate vicinity of the Premises, or Landlord or an agent or employee of Landlord; or to engage in any drug-related criminal activity on or near the Premises. Such conduct may result in Tenant's immediate eviction upon 5 days' notice, but not if Tenant or someone lawfully residing with Tenant is the victim of that crime.</li> </ol> <p>Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above. Any failure by Tenant to comply with the rules is a breach of this Lease.</p>
NOTICE OF DOMESTIC ABUSE PROTECTIONS	<p>(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 the 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:</p> <ol style="list-style-type: none"> <li>(a) A person who was not the tenant's invited guest.</li> <li>(b) A person who was the tenant's invited guest, but the tenant has done either of the following: <ol style="list-style-type: none"> <li>1. Sought an injunction barring the person from the premises.</li> <li>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.</li> </ol> </li> </ol> <p>(3) 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 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.</p> <p>(4) 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.</p>
CODE VIOLATIONS  CONDITIONS AFFECTING HABITABILITY	Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in Special Conditions or an Attachment to this Lease [per Wis. Stat. § 704.07(2)(bm)]. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions or in an Attachment: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety, or create an unreasonable risk of personal injury through reasonably foreseeable use of the Premises by Tenant.



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<b>SMOKE DETECTOR NOTICE</b>	Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain all smoke detectors on the Premises, or give Landlord written notice if a smoke detector is not functional. Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Additionally, Landlord shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law.																																
<b>AGENCY NOTICE</b>	Tenant understands that Landlord's Agent and employees there of are representing Landlord.																																
<b>SEX OFFENDER NOTICE</b>	You may obtain information about the Sex Offender Registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <a href="http://offender.doc.state.wi.us/public/">http://offender.doc.state.wi.us/public/</a> or by phone at 608-240-5830.																																
	The documents checked below are attached to this Lease and incorporated herein by reference.																																
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IN WITNESS WHEREOF, the parties have executed this Lease on 09/23/2020	Landlord's Agent:
Tenant:	Three Sixty Real Estate Solutions, LLC
Tenant:	Tenant:
Tenant:	Tenant:
Co-Signer Signature:	



**T H R E E S I X T Y**  
 REAL ESTATE SOLUTIONS, LLC

Plan. Develop. Manage.

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 La Crosse, Wisconsin 54601  
 Phone: 608-782-RENT (7368)  
 Fax: 608-782-7369  
[www.threesixty.bz](http://www.threesixty.bz)

**LEASE ADDENDUM "NON STANDARD RENTAL PROVISIONS"**

**Tenant Name(s):** Bryan Jostad, La Crosse County

**Tenant Address:** 421\_423 West Ave, 421WEST , La Crosse, WI 54601 421WEST

**Date:** 09/23/2020

**Initial Lease Dates:** 10/01/2020 to 12/31/2020

The following are charges that can be removed by Landlord from your security deposit if they remain unpaid at the termination of your lease agreement. By initialing by each item below, you are indicating that you have been made aware of these items, and you fully understand that they may be your financial responsibility.

1. COMMUNICATION RELEASE: I/We agree to allow landlord's Agent to communicate with everyone in our unit through email. I/We understand by signing this release I/We agree that all roommates can receive all notifications through email, such as, but not limited to, notification for showing of the nit, notices to correct, late rent notification, utility bills, water bills, any/all building or property issues that we need to be made aware of. I/We understand that it is our responsibility to opt-in to receive text messages from Three Sixty Real Estate Solutions, LLC.

bjostad@lacrossecounty.org	
EMAIL	EMAIL
EMAIL	EMAIL
EMAIL	

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2. RENTAL PAYMENTS / LATE FEES: If rent is not paid in full by the first of the month, there will be a \$10.00 per day late fee charge, which will accrue until rent is paid in full. Payments are accepted in the form of a check, money order, or online at <https://www.rentcafe.com/residentservices/apartmentsforrent/userlogin.aspx>. Additionally, 3% convenience fee is applied for all credit card payments. However, there is no fee for online payments from a bank account.

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3. RETURNED CHECK / NSF FEES: If any payment by tenant is returned unpaid due to insufficient funds or for any other reason, tenant will be charged a fee of \$35.00 per occurrence, plus applicable late charges. Returned checks will not be re-deposited and must be redeemed by an alternate form of payment.

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**LEASE ADDENDUM "NON STANARD RENTAL PROVISIONS"**

4. LAST MONTH'S RENT: Your total rent is divided into equal rent installments, meaning there are no prorations for the last month's rent. Your security deposit may not be used as a rent payment.

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5. RENTERS INSURANCE: Landlord requires Tenant(s) to carry renter's insurance and tenant agrees to carry rental insurance. In the event the Tenant suffers personal property loss due to fire, flood, vandalism, or theft, these items are not covered by the property's insurance.

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6. UTILITIES: Tenant is responsible for the utilities indicated on their lease agreement through the entire duration of the lease. Any bill received by landlord for utilities not hooked up on time or stopped too soon, tenant agrees to pay those charges. If more than one utility bill is received by the landlord, tenant shall pay an administrative fee of \$35.00 and landlord may put utilities in tenant's name on tenant's behalf.

Water bills shall remain in landlord's name and be forwarded to the tenant. All water bills are due upon receipt and subject to late fees if unpaid.

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7. SUBLEASING: Tenants are NOT allowed to sublet without the prior written consent of the Landlord. If the Landlord permits a sublease, such permission in no way relieves the Tenant's liability under this Lease. The sublease fee is \$250.00, due at the time the sublease is executed. Itemized charges will be deducted from the security deposit for Landlord's costs incurred from this process. Included (billable) charges are leasing agent time, administration cost to accumulate the sublease, etc.

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8. CLEANING CHARGES: Tenant is responsible for all charges for cleaning the apartment beyond normal wear and tear. If the premises is not cleaned, landlord may deduct actual costs of performing cleaning services, either with an outside cleaning company or by our staff. Cleaning performed by Three Sixty is billed at \$55.00 per hour plus cost of supplies and materials. Tenant may request cleaning checklist from landlord at any time.

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9. MAINTENACE CHARGES: Any maintenance and repairs needed due to tenant negligence or damages above and beyond standard wear and tear shall be billed to tenant at \$55.00 per hour plus cost of supplies and materials. If after hours, the labor portion will be \$82.50 per hour.

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**LEASE ADDENDUM "NON STANARD RENTAL PROVISIONS"**

10. CARPET CLEANING: Carpet cleaning will only be charged against a security deposit for damages above and beyond normal wear and tear. In order for carpets to be considered normal wear and tear, carpets must be cleaned a minimum of once per year and a receipt verifying such must be provided. Damaged carpets will include, but are not limited to stains, burns, traffic patterns, soiled carpets, smells, smoke and candle discolorations and carpets which are not in the same condition as the time of move-in. We encourage all Tenants to have carpets professionally cleaned and provide a receipt prior to Noon on the last day of your lease term. This will prevent the potential carpet cleaning charges by Three Sixty Real Estate Solutions, LLC

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11. CHECK OUT AND RETURN OF KEYS: All leases end at Noon on the last day of the lease term. Failure to leave all keys, access fobs, and garage openers in the unit by Noon on the last day of the lease term will result in a lock change fee of \$125.00 per lock, \$125.00 per garage opener, and \$50 per key fob.

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12. SMOKE FREE PROPERTY: This property is a smoke free property; smoke free is defined as no smoking (or vaping) allowed in any apartment, building common areas, parking lot, or green space. If at any time the Tenant or Tenant's guests are in violation of this policy, the Tenant will receive a \$250.00 charge to their rental account and a 5-day notice to remedy default or vacate. A 2<sup>nd</sup> violation of this policy will result in a \$500.00 charge to their rental account and may lead to eviction. These fees are in addition to any costs associated with returning the apartment or common spaces back to their original smoke-free condition.

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13. TRANSPORTATION POLICY: All parking is only allowed to park in designated areas. Vehicle parking permits are purchasable on a separate lease based on availability. Any vehicles parked in no-parking zones or anywhere other than their designated spot are subject to being towed at any time at the owner's expense. Bicycle permits are available for free from the main office. Please register your bicycle at the time of moving in. Any bicycles found parked anywhere other than the bike corral will be removed at the owner's expense. Landlord is not responsible for any vehicle or bicycle theft or damage.

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14. LOCK OUTS: In the event you are locked out of your apartment, entry will need to be made by calling a locksmith. In the event it is during regular business hours, you may contact our office for alternative arrangements, however we cannot guarantee we will be able to assist.

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**LEASE ADDENDUM "NON STANARD RENTAL PROVISIONS"**

15. MOLD AND MOISTURE ACCUMULATION: Tenant(s) shall remove any and all visible moisture accumulation including; but not limited to: walls, floors, ceilings, and fixtures. Tenant agrees to mop, dry, and run fans as necessary to keep the premises free from all moisture. Tenant shall promptly notify the Landlord in writing of the presence of the following: a water leak, excessive moisture, standing water in or outside the residence, a malfunction of any part of the HVAC system, or mold growth persisting after Tenant has cleaned the area with a mold preventing solution. Tenant shall be held liable for damages caused by their negligence in failing to report these issues to Three Sixty Real Estate Solutions, LLC, as described in the mold and moisture accumulation section of this addendum.

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16. PEST CONTROL: Tenant(s) is/are responsible for treating common pests. Common pests include, but not limited to spiders, ants, flies, wasps, bats, bed bugs, fleas, insects and rodents. Bed bugs can be transferred within luggage and used furniture. Avoid bringing used furniture into your apartment. All extermination costs will be a Tenant expense.

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17. EXCESSIVE NOISE AND DISRUPTIONS: Excessive noise and/or disruptions that adversely affect the rights of your neighbors or other tenants will not be tolerated. If at any time the Tenant or Tenant's guests are in violation of this policy, the Tenant will receive a \$250.00 charge to their rental account and a 5-day notice to remedy default or vacate. A 2<sup>nd</sup> violation of this policy will result in a \$500.00 charge to their rental account and may lead to eviction.

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18. UNAUTHORIZED PETS: Only authorized pets are allowed on the property with a signed pet agreement and supporting city registration and rabies vaccination paperwork. Pets are allowed solely at landlord's discretion. No visiting pets allowed. Tenant will be assessed a fee/fine of \$100.00 per occurrence and issued a 5-day notice to remedy default or vacate if it is found that you have or had any pet on the property or in your unit.

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19. RECYCLING AND REFUSE: All trash must be immediately disposed of in the appropriate trash and recycling receptacles. Failure to do so will result in a fine of \$55/occurrence. Removal of large items such as furniture, electronics, appliances, etc is the responsibility of the tenant. If landlord removes large items on tenant's behalf, all landlord expenses will be billed back.

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20. POLICY OF ACCEPTABLE USE OF PROVIDER'S INTERNET: I/We agree to the policies set forth in Three Sixty's AUP. I have received a copy of this policy. I understand it and will follow its guidelines for use.

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21. REDEVELOPMENT RESTRICTIONS: If this property becomes part of a large-scale redevelopment, involving multi-properties, Three Sixty can void this lease with a 90-day written notice.

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22. FINAL LEASE APPROVAL: Three Sixty Real Estate Solutions, LLC has three business days from the time the lease is fully executed to deny this lease due to errors or omissions. Fully executed is defined as all tenants and Three Sixty Real Estate Solutions, LLC have signed and dated below. Three Sixty Real Estate Solutions, LLC will contact the lessee within three business days in writing to void this lease.

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23. SECURITY DEPOSIT RETURN: This security deposit shall be returned to the following individuals(s) as listed below:

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I have read and understand the above conditions and agree to follow all terms and conditions of the lease. All conditions and terms are in writing; no verbal conditions or terms are accepted.

\_\_\_\_\_  
Signature  
Print Name: ~~Bryan Jostad, La Crosse County~~

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name: *MONICA KRUSE*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor Signature  
Print name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Three Sixty Real Estate Solutions, LLC

\_\_\_\_\_  
Date





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UTILITIES	Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows: <table border="1"> <thead> <tr> <th>Utility Charges</th> <th>Electric</th> <th>Heat</th> <th>Water</th> <th>Unit Gas</th> <th>Cable</th> <th>Internet</th> <th>Trash/Recycling</th> </tr> </thead> <tbody> <tr> <td>Included in Rent</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Separately Metered</td> <td>X</td> <td>X</td> <td></td> <td>X</td> <td>X</td> <td>X</td> <td></td> </tr> <tr> <td>Cost Allocation *</td> <td colspan="7">City of La Crosse Water/Sewer billed quarterly</td> </tr> </tbody> </table>	Utility Charges	Electric	Heat	Water	Unit Gas	Cable	Internet	Trash/Recycling	Included in Rent							X	Separately Metered	X	X		X	X	X		Cost Allocation *	City of La Crosse Water/Sewer billed quarterly						
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Cost Allocation *	City of La Crosse Water/Sewer billed quarterly																																
RENT	Rent Amount \$1,200.00 per month plus N/A, N/A, N/A, N/A, N/A, N/A per month. Due on or before the FIRST day of each month. There is a \$10.00 per day late fee for rent paid after the 1 <sup>st</sup> day of the month. <b>Rent checks shall be made payable to Landlord and mailed or delivered to Landlord. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.</b> Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Lease.																																
SECURITY DEPOSIT	Upon execution of this Lease, Tenant agrees to pay a security deposit in the amount of \$1,200.00 to be held by Landlord or Landlord's Agent. Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises as established in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises, Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.																																
MOVE-IN INSPECTION SHEET	Tenant acknowledges that when Tenant commences his or her occupancy of the Premises, Landlord is required to provide a check-in sheet. Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the move in inspection sheet and return it to Landlord. Any items reported after 7 days are billable to the Tenant at \$55.00 per hour plus materials.																																
SPECIAL CONDITIONS	<b>Special Conditions:</b> Landlord requires Tenant(s) to carry Renters Insurance, this is not verified by Landlord. \$35 Returned Payment/NSF Fee.  After the first month's rent has been paid by check, cash, or money order Tenant will receive an email to be able to make payments online																																
LANDLORD'S RIGHT TO ENTER	Landlord may enter the Premises occupied by Tenant, at reasonable times with at least 12 hours advance notice, to inspect the Premises, make repairs, or to show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.																																
MITIGATION; ABANDONMENT; PERSONAL PROPERTY	If Tenant vacates from the Premises before the last day of the rental term, Tenant shall be liable for all rent and utilities due under this Lease through the last day of the term, plus damages incurred by Landlord, and less any net rent and utilities received by Landlord in re-renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)]. Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Lease.																																



1243 Badger Street, La Crosse, WI 54601

Phone: (608)782-7368 Fax: (608)782-7369

**T H R E E S I X T Y**  
REAL ESTATE SOLUTIONS, LLC

LEAD-BASED PAINT PROVISIONS (If Premises is target property constructed before 1978.)	Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the <i>Protect Your Family from Lead in Your Home Pamphlet</i> (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.
TENANT RULES & OBLIGATIONS RESIDENTIAL USE	<p>During the term of this Lease, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise as follows:</p> <ol style="list-style-type: none"> <li>15. To use the Premises for residential purposes only for Tenant and Tenant's immediate family. No more than 2 people shall occupy any bedroom.</li> <li>16. To NOT make or permit use of the Premises for any purpose that will injure the reputation of the Premises or the building of which they are a part.</li> <li>17. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy including the use of candles, incense or open flames.</li> <li>18. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located. See fines under lease addendum and non-standard rental provisions.</li> <li>19. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.</li> <li>20. To obey all lawful orders, rules and regulations of all governmental authorities. See fines under lease addendum and non-standard &amp; rental provisions</li> <li>21. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.</li> <li>22. To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.</li> <li>23. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:       <ol style="list-style-type: none"> <li>a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.</li> <li>b. Alter or redecorate the Premises.</li> <li>c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.</li> <li>d. Attach or affix anything to the exterior of the Premises or the building in which it is located.</li> </ol> </li> <li>24. To NOT permit any guest or invitee to reside in the Premises without prior written consent of Landlord.</li> <li>25. To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.</li> <li>26. To NOT assign this Lease nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Lease. Itemized charges will be taken from Security Deposit.</li> <li>27. To vacate the Premises at the end of the term, and immediately leave the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address at the premises and contact the Landlord. To provide no less than a 60-day written notice to vacate; the end date which shall coincide with the end of the lease term date. Landlord/Agent reserves the right to cancel all "month-to-month" tenancy with a 30-day notice to vacate. There is not pro-rated tenancy in the final month of the lease term. No verbal notices are accepted.</li> <li>28. To NOT engage in, or allow any guest or invitee to engage in, any criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants, persons residing in the immediate vicinity of the Premises, or Landlord or an agent or employee of Landlord; or to engage in any drug-related criminal activity on or near the Premises. Such conduct may result in Tenant's immediate eviction upon 5 days' notice, but not if Tenant or someone lawfully residing with Tenant is the victim of that crime.</li> </ol> <p>Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above. Any failure by Tenant to comply with the rules is a breach of this Lease.</p>
NOTICE OF DOMESTIC ABUSE PROTECTIONS	<p>(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 the 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:</p> <ol style="list-style-type: none"> <li>(a) A person who was not the tenant's invited guest.</li> <li>(b) A person who was the tenant's invited guest, but the tenant has done either of the following:       <ol style="list-style-type: none"> <li>1. Sought an injunction barring the person from the premises.</li> <li>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.</li> </ol> </li> <li>(3) 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 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.</li> <li>(4) 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.</li> </ol>
CODE VIOLATIONS  CONDITIONS AFFECTING HABITABILITY	Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in Special Conditions or an Attachment to this Lease [per Wis. Stat. § 704.07(2)(bm)]. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions or in an Attachment: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety, or create an unreasonable risk of personal injury through reasonably foreseeable use of the Premises by Tenant.



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**T H R E E S I X T Y**  
 REAL ESTATE SOLUTIONS, LLC

<b>SMOKE DETECTOR NOTICE</b>	Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain all smoke detectors on the Premises, or give Landlord written notice if a smoke detector is not functional. Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Additionally, Landlord shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law.																																
<b>AGENCY NOTICE</b>	Tenant understands that Landlord's Agent and employees there of are representing Landlord.																																
<b>SEX OFFENDER NOTICE</b>	You may obtain information about the Sex Offender Registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <a href="http://offender.doc.state.wi.us/public/">http://offender.doc.state.wi.us/public/</a> , or by phone at 608-240-5830.																																
	The documents checked below are attached to this Lease and incorporated herein by reference.																																
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Other:		Email:																															

IN WITNESS WHEREOF, the parties have executed this Lease on 09/23/2020	Landlord's Agent:
Tenant:	Three Sixty Real Estate Solutions, LLC
Tenant:	Tenant:
Tenant:	Tenant:
Co-Signer Signature:	



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**LEASE ADDENDUM "NON STANDARD RENTAL PROVISIONS"**

**Tenant Name(s):** Bryan Jostad, La Crosse County

**Tenant Address:** 421\_423 West Ave, 421WEST , La Crosse, WI 54601 421WEST

**Date:** 09/23/2020

**Initial Lease Dates:** 10/01/2020 to 12/31/2020

The following are charges that can be removed by Landlord from your security deposit if they remain unpaid at the termination of your lease agreement. By initialing by each item below, you are indicating that you have been made aware of these items, and you fully understand that they may be your financial responsibility.

24. COMMUNICATION RELEASE: I/We agree to allow landlord's Agent to communicate with everyone in our unit through email. I/We understand by signing this release I/We agree that all roommates can receive all notifications through email, such as, but not limited to, notification for showing of the nit, notices to correct, late rent notification, utility bills, water bills, any/all building or property issues that we need to be made aware of. I/We understand that it is our responsibility to opt-in to receive text messages from Three Sixty Real Estate Solutions, LLC.

bjostad@lacrossecounty.org	
EMAIL	EMAIL
EMAIL	EMAIL
EMAIL	

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25. RENTAL PAYMENTS / LATE FEES: If rent is not paid in full by the first of the month, there will be a \$10.00 per day late fee charge, which will accrue until rent is paid in full. Payments are accepted in the form of a check, money order, or online at <https://www.rentcafe.com/residentservices/apartmentsforrent/userlogin.aspx>. Additionally, 3% convenience fee is applied for all credit card payments. However, there is no fee for online payments from a bank account.

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26. RETURNED CHECK / NSF FEES: If any payment by tenant is returned unpaid due to insufficient funds or for any other reason, tenant will be charged a fee of \$35.00 per occurrence, plus applicable late charges. Returned checks will not be re-deposited and must be redeemed by an alternate form of payment.

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**LEASE ADDENDUM "NON STANDARD RENTAL PROVISIONS"**

27. LAST MONTH'S RENT: Your total rent is divided into equal rent installments, meaning there are no prorations for the last month's rent. Your security deposit may not be used as a rent payment.

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28. RENTERS INSURANCE: Landlord requires Tenant(s) to carry renter's insurance and tenant agrees to carry rental insurance. In the event the Tenant suffers personal property loss due to fire, flood, vandalism, or theft, these items are not covered by the property's insurance.

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29. UTILITIES: Tenant is responsible for the utilities indicated on their lease agreement through the entire duration of the lease. Any bill received by landlord for utilities not hooked up on time or stopped too soon, tenant agrees to pay those charges. If more than one utility bill is received by the landlord, tenant shall pay an administrative fee of \$35.00 and landlord may put utilities in tenant's name on tenant's behalf.

Water bills shall remain in landlord's name and be forwarded to the tenant. All water bills are due upon receipt and subject to late fees if unpaid.

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30. SUBLEASING: Tenants are NOT allowed to sublet without the prior written consent of the Landlord. If the Landlord permits a sublease, such permission in no way relieves the Tenant's liability under this Lease. The sublease fee is \$250.00, due at the time the sublease is executed. Itemized charges will be deducted from the security deposit for Landlord's costs incurred from this process. Included (billable) charges are leasing agent time, administration cost to accumulate the sublease, etc.

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31. CLEANING CHARGES: Tenant is responsible for all charges for cleaning the apartment beyond normal wear and tear. If the premises is not cleaned, landlord may deduct actual costs of performing cleaning services, either with an outside cleaning company or by our staff. Cleaning performed by Three Sixty is billed at \$55.00 per hour plus cost of supplies and materials. Tenant may request cleaning checklist from landlord at any time.

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32. MAINTENACE CHARGES: Any maintenance and repairs needed due to tenant negligence or damages above and beyond standard wear and tear shall be billed to tenant at \$55.00 per hour plus cost of supplies and materials. If after hours, the labor portion will be \$82.50 per hour.

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**LEASE ADDENDUM "NON STANARD RENTAL PROVISIONS"**

33. CARPET CLEANING: Carpet cleaning will only be charged against a security deposit for damages above and beyond normal wear and tear. In order for carpets to be considered normal wear and tear, carpets must be cleaned a minimum of once per year and a receipt verifying such must be provided. Damaged carpets will include, but are not limited to stains, burns, traffic patterns, soiled carpets, smells, smoke and candle discolorations and carpets which are not in the same condition as the time of move-in. We encourage all Tenants to have carpets professionally cleaned and provide a receipt prior to Noon on the last day of your lease term. This will prevent the potential carpet cleaning charges by Three Sixty Real Estate Solutions, LLC

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34. CHECK OUT AND RETURN OF KEYS: All leases end at Noon on the last day of the lease term. Failure to leave all keys, access fobs, and garage openers in the unit by Noon on the last day of the lease term will result in a lock change fee of \$125.00 per lock, \$125.00 per garage opener, and \$50 per key fob.

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35. SMOKE FREE PROPERTY: This property is a smoke free property; smoke free is defined as no smoking (or vaping) allowed in any apartment, building common areas, parking lot, or green space. If at any time the Tenant or Tenant's guests are in violation of this policy, the Tenant will receive a \$250.00 charge to their rental account and a 5-day notice to remedy default or vacate. A 2<sup>nd</sup> violation of this policy will result in a \$500.00 charge to their rental account and may lead to eviction. These fees are in addition to any costs associated with returning the apartment or common spaces back to their original smoke-free condition.

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36. TRANSPORTATION POLICY: All parking is only allowed to park in designated areas. Vehicle parking permits are purchasable on a separate lease based on availability. Any vehicles parked in no-parking zones or anywhere other than their designated spot are subject to being towed at any time at the owner's expense. Bicycle permits are available for free from the main office. Please register your bicycle at the time of moving in. Any bicycles found parked anywhere other than the bike corral will be removed at the owner's expense. Landlord is not responsible for any vehicle or bicycle theft or damage.

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37. LOCK OUTS: In the event you are locked out of your apartment, entry will need to be made by calling a locksmith. In the event it is during regular business hours, you may contact our office for alternative arrangements, however we cannot guarantee we will be able to assist.

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**LEASE ADDENDUM "NON STANARD RENTAL PROVISIONS"**

38. MOLD AND MOISTURE ACCUMULATION: Tenant(s) shall remove any and all visible moisture accumulation including; but not limited to: walls, floors, ceilings, and fixtures. Tenant agrees to mop, dry, and run fans as necessary to keep the premises free from all moisture. Tenant shall promptly notify the Landlord in writing of the presence of the following: a water leak, excessive moisture, standing water in or outside the residence, a malfunction of any part of the HVAC system, or mold growth persisting after Tenant has cleaned the area with a mold preventing solution. Tenant shall be held liable for damages caused by their negligence in failing to report these issues to Three Sixty Real Estate Solutions, LLC, as described in the mold and moisture accumulation section of this addendum.

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39. PEST CONTROL: Tenant(s) is/are responsible for treating common pests. Common pests include, but not limited to spiders, ants, flies, wasps, bats, bed bugs, fleas, insects and rodents. Bed bugs can be transferred within luggage and used furniture. Avoid bringing used furniture into your apartment. All extermination costs will be a Tenant expense.

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40. EXCESSIVE NOISE AND DISRUPTIONS: Excessive noise and/or disruptions that adversely affect the rights of your neighbors or other tenants will not be tolerated. If at any time the Tenant or Tenant's guests are in violation of this policy, the Tenant will receive a \$250.00 charge to their rental account and a 5-day notice to remedy default or vacate. A 2<sup>nd</sup> violation of this policy will result in a \$500.00 charge to their rental account and may lead to eviction.

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41. UNAUTHORIZED PETS: Only authorized pets are allowed on the property with a signed pet agreement and supporting city registration and rabies vaccination paperwork. Pets are allowed solely at landlord's discretion. No visiting pets allowed. Tenant will be assessed a fee/fine of \$100.00 per occurrence and issued a 5-day notice to remedy default or vacate if it is found that you have or had any pet on the property or in your unit.

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42. RECYCLING AND REFUSE: All trash must be immediately disposed of in the appropriate trash and recycling receptacles. Failure to do so will result in a fine of \$55/occurrence. Removal of large items such as furniture, electronics, appliances, etc is the responsibility of the tenant. If landlord removes large items on tenant's behalf, all landlord expenses will be billed back.

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43. POLICY OF ACCEPTABLE USE OF PROVIDER'S INTERNET: I/We agree to the policies set forth in Three Sixty's AUP. I have received a copy of this policy. I understand it and will follow its guidelines for use.

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**LEASE ADDENDUM "NON STANARD RENTAL PROVISIONS"**

44. REDEVELOPMENT RESTRICTIONS: If this property becomes part of a large-scale redevelopment, involving multi-properties, Three Sixty can void this lease with a 90-day written notice.

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45. FINAL LEASE APPROVAL: Three Sixty Real Estate Solutions, LLC has three business days from the time the lease is fully executed to deny this lease due to errors or omissions. Fully executed is defined as all tenants and Three Sixty Real Estate Solutions, LLC have signed and dated below. Three Sixty Real Estate Solutions, LLC will contact the lessee within three business days in writing to void this lease.

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46. SECURITY DEPOSIT RETURN: This security deposit shall be returned to the following individuals(s) as listed below:

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I have read and understand the above conditions and agree to follow all terms and conditions of the lease. All conditions and terms are in writing; no verbal conditions or terms are accepted.

\_\_\_\_\_  
Signature  
Print Name: ~~Bryan Jostad, La Crosse County~~

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name: *MONICA KRUSE*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Print Name:

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Date

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Guarantor Signature  
Print name:

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Date

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Three Sixty Real Estate Solutions, LLC

\_\_\_\_\_  
Date