

TDS CO. LLP LEASE AGREEMENT

LESSOR: **TDS Co. LLP**
LEASED PREMISES: **Address of property**
Address: **Apartment #**
City, State, Zip: **City, Wisconsin Zip Code**

LESSEE(S): **Tenant' Name**
All other adults living on the premises must be listed here

LESSOR'S AGENT FOR COLLECTION OF RENT AND OTHER PAYMENTS, MANAGER, AND AGENT FOR SERVICE OF LEGAL PROCESS AND OTHER NOTICES AND DEMANDS FOR TDS CO

MEMBERS OF LESSEE('S) FAMILY AUTHORIZED TO LIVE IN THE LEASED PREMISES:

Name: **Todd Shanks**
Address: **P.O. Box 1551**
City, State, Zip: **Brookfield, Wisconsin 53008**
Telephone: **(262) 789-9502 Fax (262) 789-9957**

All children and/or other dependents must be listed here

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

1. **PAYMENTS AND TERM OF LEASE.** Lessor agrees to rent to Lessee and Lessee agrees to rent from Lessor the above-described premises to be used only for normal residential purposes, and said premises (the "Leased Premises") are not to be occupied by persons other than the Lessee and the additional persons specified above. That if any persons other than those listed above occupy the leased premises for a period of more than five (5) days or a portion of said days within any month of the term of this Lease or any renewals or extensions thereof, without prior written consent of Lessor, the Lessee shall pay to the Lessor as additional rent for said month ten dollars (\$10.00) per person for each day or portion thereof beyond said five (5) days the apartment is so occupied. Said rent shall be due and payable on the first day of the month next succeeding such occupancy. No guests of the Lessee may occupy the leased premises in the absence of the Lessee or for more than five (5) days within any month of the term of this Lease or any renewals or extensions thereof, without the prior written consent of Lessor. Lessor by collecting said additional rent does not waive Lessor's right to terminate Lessee's tenancy based upon a breach of the occupancy clause.

- A. Lease Term: Month to Month with 60 days prior written notice of moving as described below
- B. After giving proper notice as described herein, lease ends on the last day of the month. Time: NOON
- C. **Lessee must furnish to Lessor at least 60 days prior WRITTEN notice to vacate the premises. Notice can only be given for the end of a rental period - the end of the month.**
- D. **Lessee agrees to be responsible for rent and utilities as described herein for the months of November, December, January, and February even if 60 days notice, as described above, is given for these months.**
- E. **Lessee agrees that vacating without 60 days notice, as described above, after September 1st, or any notice to Vacate received after September 1st, will make Lessee responsible for September, October, November, December, January, and February.**

If actual commencement of occupancy of the Leased Premises is delayed because of construction, or the holding over of a prior tenant, Lessor shall not be liable to Lessee in any respect for such delay, and this Lease shall remain in full force and effect, subject to the following: (1) The rent shall be abated on a daily basis during each and every day of such delay, and (2) in the event such delay continues for three or more days, Lessee may terminate the Lease by giving notice in writing to Lessor no later than the fifth day of such delay, whereupon Lessee shall be entitled only to a refund of the refundable portion of Lessee's Security Deposit, and the refundable portion of any earnest money or prepaid rent paid.

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

1.3 **The monthly rent is due in advance on the FIRST DAY of each and every month** during the Lease term, with the first partial month's and first full month's installments of rent being due on or before the commencement of the term hereof.

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

1.5 Together with the Lease for the above-described premises the Lessee shall be entitled to the use of ? indoor ? outdoor parking space(s).

1.6 **LESSEE SHALL PAY THE FOLLOWING UTILITIES; INCLUDING SAID UTILITIES TO LAST DAY OF LEASE TERM OR EXTENSION THEREOF: utilities paid by tenant.** Lessor shall pay for the following utilities: **utilities paid by TDS Co. LLP.** In the event Lessee fails to pay any utility charges when due, then Lessor, at Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee. Lessee shall furnish and pay for all charges for telephone services.

1.7 The Lessee agrees to pay the cost of advertising and all other expenses incident to rerenting the apartment if vacated prior to lease expiration or not in compliance with lease terms, and shall be liable for any deficiency.

1.8 If any installment of rent is received after it is due, there shall be an additional rent charge to the Lessee of Thirty Five Dollars (\$35.00). It is expressly understood that all rental and other payments by Lessee shall be due and payable on the First day of the month, and time is of the essence with respect to said payments.

1.9 Rental shall not be deemed to be paid until the check given therefore shall clear the bank upon which it is drawn. If Lessee's payment is made by check, and the **check fails to clear the bank, a service charge of \$20.00 will be assessed** in addition to any late charges referred to in the preceding paragraph.

1.10 Lessee shall pay to Lessor, in addition to amounts due for rent or other charges, any sales tax if applicable.

2. **SECURITY DEPOSIT.**

2.1 Lessee agrees that a security deposit in the amount of \$**Security Deposit** shall be paid to Lessor prior to occupancy. Said deposit shall be refunded to Lessee when Lessee surrenders said premises, subject to the conditions hereinafter set forth.

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

2.3 Said premises shall be left by Lessee in a clean and undamaged condition. The cost or estimate of repairing any damage to said premises which is not listed in the Apartment Inspection Report shall be deducted from the security deposit, as will the cost of restoring the premises to a clean and rentable condition, normal wear and tear excepted.

2.4 All other charges not paid currently shall also be deducted from the security deposit.

2.5 Lessee is not allowed to substitute or apply the security deposit for rent or other charges owing.

2.6 Lessee shall, in writing and within five (5) days of surrendering said premises, provide Lessor with an address to which the refundable portion of the security deposit may be returned to Lessee. Lessor shall, within twenty-one (21) days after Lessee surrenders said premises, return the refundable portion of said security deposit to Lessee at the written address provided for such refund, providing therewith a written statement accounting for any amounts withheld.

3. **OBLIGATIONS OF LESSEE.**

3.1 **No pets.** Lessee shall not keep in or about said premises any cats, dogs, fowl or other animals or birds on the premises without the written consent of Lessor.

3.2 **Use restrictions.** Lessee shall not permit the premises to be used for any immoral or unlawful purpose or any purpose that will, in the sole judgment and discretion of Lessor, injure the reputation of the premises or the building of which the premises are a part. Lessee shall not use or keep in or about the premises any article or thing which would in any manner increase the risk of fire, or conflict with any fire laws or regulations of the fire department, or increase the rate of any insurance on said building or on any property or equipment situated inside said building. Lessee shall not permit the premises to be used for the operation of any business.

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

3.4 **Lessor not liable for personal injury.** Lessee expressly agrees that Lessor shall not be liable for any injuries to the person of Lessee or others, including Lessee's occupants, guests and invitees, from any cause whatsoever other than the negligent or intentional acts or omissions of Lessor. It is the responsibility of the Lessee to provide insurance for their liability covering the leased property.

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

3.6 **Lessee responsible for acts and breaches of Lease by Lessee and Lessee's occupants, guests and invitees.** Lessee shall be responsible for all intentional and negligent acts or breaches of this Lease by Lessee, Lessee's occupants, guests and invitees. Lessee shall be liable for all damage to the premises and appliances and equipment belonging thereto, in any way caused by the acts of Lessee, Lessee's occupants, guests and invitees.

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

- 3.8 **Garbage disposal.** All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. In the event it becomes necessary, **LESSEE SHALL COMPLY WITH ANY RECYCLING RULES, REGULATIONS AND ORDINANCES IMPOSED.**
- 3.9 **Parking restrictions.** Where parking is allowed, Lessee shall at all times park vehicles only in a proper manner upon the terms and conditions of the Rules and Regulations attached hereto and shall not obstruct or interfere with the ingress or egress of others. Parking spaces are to be used by Lessee's vehicles only and are limited to use by private vehicles, and no commercial or recreational vehicles shall be parked without written consent of Lessor.
- 3.10 **Assignment and subletting.** Lessee may not assign this Lease nor sublet all or any part of the premises or parking areas without Lessor's prior written consent.
- 3.11 **Written consent needed for altering or decorating.** Lessee shall not alter or decorate said premises without prior written consent of Lessor. All alterations to premises, including, and not by way of limitation, painting and wallpapering, shall remain for the benefit of Lessor unless otherwise provided for in said consent. All work after any such consent is given shall be done in a satisfactory and workmanlike manner and with satisfactory materials subject to the written approval of Lessor.
- 3.12 **Lessee liable for damage by fastening to premises--nothing to be attached to exterior.** Lessee shall not drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceiling, floors, partitions or woodwork of said premises, or allow same to be done without prior written consent of Lessor, and in any case Lessee agrees to be responsible for any damage done and will pay for same. **GUMMED HANGERS ARE NOT TO BE USED.** Nothing whatsoever shall be attached or affixed to the exterior of said premises, whether permanent or otherwise, without prior written consent of Lessor. Lessor is hereby authorized to remove, at the expense of Lessee, anything so attached or affixed without said written consent. Lessee shall not meddle with or interfere in any way with any part of the heating, lighting, plumbing, electrical, refrigerating or laundry apparatus or controls in or about the leased premises or the building containing said equipment. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the leased premises without the prior written consent of the Lessor. The Lessor is authorized to remove at the expense of the Lessee, any such apparatus erected without such written consent.
4. **LESSOR'S RIGHTS.** In addition to their rights provided for pursuant to this Lease or by law, Lessor shall have the following rights:
- 4.1 **Right to regulate telephone, television and electrical outlet installation.** If Lessee shall desire telephone, television or electrical connections, Lessor shall direct the technicians as to where and how the wires are to be introduced, and without such direction no boring or cutting for wires shall be permitted.
- 4.2 **Right to enter premises.** Lessor may, at any reasonable time authorized by law, enter said premises for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law.
- 4.3 **Right to dispose of property left on premises.** If Lessee shall leave any property on the premises after vacation or abandonment of the premises, Lessee shall be deemed to have abandoned the property, and Lessor shall have the right to dispose of said property as provided by law at Lessee's expense.
- 4.4 **Right to arbitrate disputes.** Any dispute which shall arise between Lessee and other tenants of the same property, in the matter of the use of the premises or any part thereof, shall be submitted to the arbitration of Lessor whose decision shall be final between them. This clause does not limit Lessee(s) from seeking remedies in the court system for claims against another Lessee, but Lessor shall be held harmless by Lessee(s) for and against any claims, liabilities, or demands arising out of or in any way pertaining to said claims between tenants.
- 4.5 **Right to put up "For Rent" notice.** Lessor may, at any time, place the usual notice of "for Rent" upon the walls, doors or windows of said premises or the building in which the premises are located, and said notice shall remain thereon without hindrance or molestation.
5. **DUTY TO OBSERVE RULES.** Lessee shall observe and comply with the Rules and Regulations established by Lessor, a copy of said Rules and Regulations being attached hereto and incorporated herein by reference. Lessor reserves the right to amend said Rules and Regulations at any time upon 28 days written notice to Lessee. Any violation of any Rules or Regulations shall be deemed to be a breach of this Lease.
6. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** Subject to Wisconsin Law, in the event that the Leased premises suffers casualty loss or damage as a result of fire or other casualty, and in the event that, as a result of said loss or damage, the Leased premises are rendered uninhabitable, and in the event the premises may be restored or the damages repaired, this Lease and the liability for rent shall continue, except that said liability for rent shall be abated during any period of repair or reconstruction. In the event the premises cannot be repaired within sixty (60) days from the happening of such injury, then this Lease shall cease and terminate from the date of such injury. Said liability for rent shall not abate if the loss, damages or injury to the demised premises is caused by the negligence of Lessee, Lessee's occupants, guests or invitees.
7. **SURRENDER AT TERMINATION.** Upon termination of this Lease, whether by the lapse of time or otherwise, Lessee shall surrender the leased premises to Lessor, maintained in the manner herein required. If Lessee retains possession of the leased premises or any part thereof after the termination of this Lease, whether terminated by lapse of time or otherwise, then in addition to its other rights and remedies provided by law, Lessor may treat such retention of possession as constituting a renewal of this Lease, and so bind Lessee, on a month-to-month basis on the same terms and conditions as expressed herein, except that the monthly rent shall

automatically be increased to twice the rent in effect for the month immediately preceding the commencement of the holding over. The provisions of this paragraph do not exclude Lessor's rights of re-entry or any other rights or remedies provided or allowed by law herein.

LESSEE MUST FURNISH TO LESSOR, AT LEAST 60 DAYS PRIOR WRITTEN NOTICE TO VACATE THE PREMISES. NOTICE CAN ONLY BE GIVEN FOR THE END OF A RENTAL PERIOD - THE END OF A MONTH. IF LESSEE DOES NOT FURNISH A FULL 60 DAY PRIOR WRITTEN NOTICE TO VACATE TO LESSOR ON OR BEFORE SEPTEMBER 1ST, LESSEE AGREES TO CONTINUE THE LEASE FOR THE MONTHS OF SEPTEMBER, OCTOBER, NOVEMBER, DECEMBER, JANUARY, AND FEBRUARY. AFTER SEPTEMBER 1ST AND PRIOR TO JANUARY 1ST, WRITTEN NOTICE TO VACATE CAN ONLY BE GIVEN FOR THE END OF THE FOLLOWING FEBRUARY.

8. MISCELLANEOUS PROVISIONS.

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

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

8.3 The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.

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

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

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

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

9. DEFAULT.

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

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

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

No receipt of money by Lessor from Lessee after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises, shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises. The failure or forbearance on the part of Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date. Any action taken by Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of Lessee's interest under this Lease, or to repossess itself of the Leased Premises, shall not, in any event, release or relieve Lessee from its continuing obligations hereunder, including, and not by way of limitation, Lessee's continuing obligation to make all payments herein provided.

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

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

12. Agent for service of process address: Todd Shanks, 584 River Road #6, Columbus, Wisconsin 53925.

13. SPECIAL PROVISIONS: None

THE UNDERSIGNED HAVE READ THE FOREGOING LEASE AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

_____ Lessee	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date

_____ Lessor	_____ Date
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RULES AND REGULATIONS

1. FOR THE COMFORT, CONVENIENCE AND BENEFIT OF ALL TENANTS, AND TO INSURE PROPER USE AND CARE OF THE PREMISES, LESSEE SHALL COMPLY WITH ALL THESE RULES AND REGULATIONS AND SHALL NOT BE PERMITTED TO:
 - A. Keep cats, dogs, fowl or other animals or birds on the premises, without the Lessor's prior written consent.
 - B. Allow any sign, placard, advertisement or notice to be displayed either inside or outside the building without the Lessor's prior written consent.
 - C. Allow any item to be thrown or dropped from windows or balconies, or to throw or sweep dirt out of the building, beat or shake rugs upon or from any window, balcony, door or any other opening.
 - D. Cover or obstruct any window, door or transom with any items not approved in writing by Lessor.
 - E. Drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises, or allow same to be done without prior written consent of Lessor, and in any case Lessee agrees to be responsible for any damage done and will pay for same. **GUMMED HANGERS ARE NOT TO BE USED.**
 - F. Do laundry work except in rooms provided for that purpose under conditions designated by Lessor.
 - G. Allow water to run except when in actual use.
 - H. Use balconies or patios for any purpose whatsoever other than a place to stand or sit, or store thereon objects or equipment other than normal balcony furniture. They may not, as an illustration, be used to hang clothing, rugs, wash or items on, or as a storage depository of any kind, including but not limited to bicycles, strollers, wagons, toys, etc. No item or object may under any condition be thrown or dropped off the balcony or porch. No covering shall be installed on balcony floors.
 - I. Permit the premises to be used for the operation of any business.
2. LESSEE, LESSEE'S OCCUPANTS, GUESTS AND INVITEES SHALL NOT BECOME INTOXICATED, DISORDERLY, CREATE OR CAUSE ANY ODORS OR CREATE OR PERMIT ANY UNNECESSARY, UNREASONABLE OR IMPROPER NOISE OR DISTURBANCE IN OR ABOUT THE PREMISES OR THE BUILDING OF WHICH THE PREMISES ARE A PART, INCLUDING, AND NOT BY WAY OF LIMITATION, THE OPERATION OF A RADIO OR TELEVISION SET OR PLAYING OF A MUSICAL INSTRUMENT OR SINGING IN A MANNER OR AT TIMES WHICH MIGHT BE OBJECTIONABLE TO OTHER TENANTS.
3. Lessee shall be responsible for removal of any snow accumulation from balcony.
4. The use of grills of any kind is strictly prohibited unless express written permission is given by Lessor. Grills permitted by Lessor must only be used in designated areas and must be used in compliance with local fire safety and building regulations.
5. The streets, sidewalks and entrances shall not be obstructed in any way or used by Lessee for any purpose other than for ingress or egress.
6. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles shall be taken in or removed through the doors of the building, and all damage to the building caused by the moving or carrying of articles shall be paid by the Lessee. Riding of bicycles, tricycles, etc. inside the building is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or in basements other than in Lessee's locker or garage (if available).
7. All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. In the event it becomes necessary, Lessee shall comply with any recycling rules, regulations and ordinances imposed. Lessee agrees to pay a \$50.00 fee in addition to all costs associated with non-compliance with recycling and waste removal regulations.
8. Lessee shall keep the glass and/or screens in the windows and doors in good repair and shall pay for the cost to replace any broken glass or screens with equal quality and size as any that may be broken; Lessee shall pay for the cost to replace all electric bulbs, shades, or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, or other parts of premises.
9. In the event Lessee fails to pay any utility charges when due, then Lessor, at Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee including utilities to the last day of lease term or extension thereof. Lessee shall furnish and pay for all charges for telephone.
10. Lessee will at all times keep the windows neat and clean.
11. Availability and use of recreational facilities, landscaped areas, drives, walks, other common areas, lockers, storeroom, wash machine, dryer or storage space in the building used by the Lessee is furnished gratuitously and is not a part of the leased premises. The Lessor shall not be responsible for any loss or damage to any property, or to any person making use of the same. Lessee, in making use of such spaces, does so at their own risk.

12. Lessee expressly agrees that Lessor shall not be liable to Lessee or others, including Lessee's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause whatsoever, other than the negligent or intentional acts or omissions of Lessor. **It is the responsibility of the Lessee to provide Insurance for their personal property.**
13. Lessee expressly agrees that Lessor shall not be liable for any injuries to the person of Lessee or others, including Lessee's occupants, guests and invitees, from any cause whatsoever other than the negligent acts of Lessor. **It is the responsibility of the Lessee to provide insurance for their liability covering the leased premises.**
14. Lessee shall not meddle with or interfere in any way with any part of the heating, air conditioning, lighting, plumbing, electrical, refrigerating or laundry apparatus or controls in or about the leased premises or the building containing said equipment, nor shall Lessee install any said apparatus, without Lessor's prior written consent.
15. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the demised premises without the prior written consent of the Lessor. The Lessor is authorized to remove, at the expense of the Lessee, any such apparatus erected without such written consent.
16. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid by Lessee.
17. Lessee shall protect all uncarpeted floors and hallways with rugs or loose laid carpeting to protect finish and absorb walking sounds. The Lessee shall protect all wood floors in the apartment {except kitchen, bath(s) and closet(s)} with rugs or loose laid carpeting to cover not less than seventy-five percent of the floor surface from the center of the room or hallway to the abutting halls so that all walk areas are covered. All heavy furniture is to have casters to protect flooring.
18. Lessor may, at any reasonable time authorized by law, enter said premises, or for other purposes authorized by law.
19. Lessor shall not be responsible to Lessee for any non-observance of rules and regulations on the part of other tenants.
20. Lessor reserves the right to amend said Rules and Regulations for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers at any time upon 28 days written notice to Lessee. Any violation of any Rules or Regulations shall be deemed to be a breach of this Lease.
21. No water beds or other water furniture are permitted without the Lessors prior written consent.
22. Painting shall be done only when necessary, by Lessor only, but in no event more frequently than every three years, except for damage not caused by the Lessee, Lessee's occupants, guests or invitees. If it shall become necessary to paint the premises, or any part thereof, sooner than three years from the date of the previous painting, because of misuse by the Lessee, Lessee's occupants, guests or invitees, the cost of such painting shall be charged to the Lessee, such cost to be prorated on a three year basis.
23. The following is a list of charges to be implemented if said premises is surrendered in an unsatisfactory condition to be determined by Lessor:
- | | | | |
|--------------------------------|------------------|----------------------------|-------------------|
| -Clean appliances | \$35.00 each | -Clean toilet | \$25.00 each |
| -Clean range hood | \$ 6.00 | -Clean sinks | \$ 5.00 each |
| -Clean cabinets | \$45.00 each set | -Clean storage locker | |
| -Clean counter tops | \$ 8.00 each | (and garage if applicable) | \$10.00 each |
| -Clean tub and surround | \$20.00 each | -Replace burned out | |
| -Clean linoleum or tile floors | | or improper size bulbs | \$ 1.00 each |
| (wash and wax) | \$30.00 each | -Wash windows | \$ 10.00 each set |
24. Lessor agrees to provide Lessee parking privileges subject to Lessee's strict adherence to the Parking Rules and Regulations which may from time to time be amended with 28 days prior written notice:
- A. The parking areas are for Lessee's sole use and not for Lessee's guests and/or visitors.
 - B. Vehicles shall be parked forward into the parking stall unless Lessor has granted permission to the contrary.
 - C. Vehicle parking shall be in the assigned spaces only and shall not be permitted in restricted or prohibited areas.
 - D. Vehicles shall be driven and/or parked in designated areas.
 - E. No washing of the vehicles is permitted on the premises.
 - F. No vehicle maintenance shall be performed in the parking areas including, but not limited to, changing oil or other fluids.
 - G. All vehicles parked on the parking lot must be in GOOD RUNNING CONDITION and shall have no flat tires or be an eyesore which shall be determined at the sole discretion of Lessor. They must also be maintained so as not to leak gas, oil, power steering fluid, coolant, brake fluid, gear oil, etc.
 - H. Vehicles must be registered with the Management office as being assigned to the Lessee, including any temporary changes, i.e. rentals, etc.
 - I. Lessee is not permitted to park any other vehicle such as motorcycles, or place any other items in their parking stall(s), without Lessor's prior written consent.
 - J. If, during snowfalls requiring snow removal by plowing service or during times of maintenance or repairs, Lessee fails to

move Lessee's vehicle so that plowing, maintenance or repairs can take place in an unimpeded fashion, Lessor shall be allowed to have Lessee's vehicle moved/towed at Lessee's expense to allow for said plowing, maintenance or repairs to take place.

K. All vehicles must have current registration in accordance with state requirements.

L. Management reserves the right to reassign parking stalls as it deems necessary.

M. Lessee acknowledges that vehicles parked in violation of the above Rules and Regulations may be towed away as a matter of course and further parking privileges may be revoked at the sole discretion of Lessor.

1) Vehicle description of tenant			Name of tenant
Vehicle Make, Model, Color, Year, Lic.#	Permit #	Space #	Lessee
2) Additional vehicles			
Vehicle Make, Model, Color, Year, Lic.#	Permit #	Space #	Lessee
3)			
Vehicle Make, Model, Color, Year, Lic.#	Permit #	Space #	Lessee
4)			
Vehicle Make, Model, Color, Year, Lic.#	Permit #	Space #	Lessee

24. Locks. Lessee is responsible for the cost of replacing any/ all locks and keys if all keys are not returned to Lessor upon vacating.

25. Lessee must provide light covered window coverings that do not detract from the exterior appearance of the premises. Acceptability of window coverings appearance will be at Lessor's discretion. Sheets, blankets, paper, cardboard or other such material are NOT acceptable.

26. **LESSEE MUST FURNISH TO LESSOR, AT LEAST 60 DAYS PRIOR WRITTEN NOTICE TO VACATE THE PREMISES. NOTICE CAN ONLY BE GIVEN FOR THE END OF A RENTAL PERIOD - THE END OF A MONTH. IF LESSEE DOES NOT FURNISH A FULL 60 DAY PRIOR WRITTEN NOTICE IS TO LESSOR ON OR BEFORE SEPTEMBER 1st, LESSEE AGREES TO CONTINUE THE LEASE FOR THE MONTHS OF SEPTEMBER, OCTOBER, NOVEMBER, DECEMBER, JANUARY, AND FEBRUARY. AFTER SEPTEMBER 1ST AND PRIOR TO JANUARY 1ST, WRITTEN NOTICE TO VACATE CAN ONLY BE GIVEN FOR THE END OF THE FOLLOWING FEBRUARY.**

27. **THE LESSEE AGREES TO NOTIFY THE LESSOR IN WRITING IF THE SMOKE DETECTOR IS NOT OPERATING PROPERLY. LESSEE UNDERSTANDS THAT TAMPERING WITH THE SMOKE DETECTOR IN ANY MANNER IS ILLEGAL AND LESSEE IS SUBJECT TO MAXIMUM PENALTY PERMISSIBLE BY LAW AND SHALL CONSTITUTE A BREACH OF THIS LEASE.**

28. **Any violation of any of the foregoing Rules and Regulations shall also constitute a breach of the Lease.**

I have read the foregoing Rules and Regulations and agree to abide by them as part of the Lease set forth on the reverse side hereof.

Signature of Lessee Date

Signature of Lessee Date

Signature of Lessee Date

Signature of Lessee Date