

S.D. _____ Ck # _____ Due _____ Copy given Y / N

LANDLORD: as used herein, "landlord", shall include managers, agents, and employees of landlord.
MANAGER / AGENT OF LANDLORD: (Person authorized to manage the premises and authorized by the owner to accept services and receive and give receipt for notices and demands

Make all checks payable to: "Red Cloud Manor LLC"

Leases, payments and other office related mail should be addressed to:

700 North Third Street LL8
Lacrosse, Wisconsin
Telephone: 608.317.6600

(Please Print)

TENANT: (First, Middle Initial, Last Name)

TENANT:

Cell #: _____

Cell # _____

City _____ State _____

City _____ State _____

Drive License # _____

D. L. _____

Names of family living in the Apt; NONE

Model _____ Year _____ State _____ Car Lic. No. _____

Model _____ Year _____ State _____ Car Lic. No. _____

THIS IS A SMOKE FREE APARTMENT

Rental Address: _____

1. LEASE TERM.

This lease shall commence on _____ and shall terminate on _____ at 12:00 noon, unless other arrangements have been made in writing.

2. RENT.

Rent of \$ _____ is due and payable each month on or before the **1ST** day of the month during the term of this lease. There will be no proration of rent determined by the number of days in the month. It is the responsibility of the **Tenant** to deliver the rent to the lock box in the building or to the office located at the mailing address of 700 North 3rd Street, LL8, Lacrosse Wi. 54601. Landlord does not have to give notice to Tenant to pay the rent. Tenant understands that Landlord will not accept a partial payment of rent.

A Late Fee of **\$35.00** will be charged for rent received or postmarked after the **1st** day of the month and **\$2.00** per day fee for each day after the “**First**” for rent which is due. There will be a **\$35.00** fee and **\$2.00** per day fee for each day for any check is returned NSF, account closed, or your bank’s error until rent due is paid in full. Any unpaid late charges remaining at the termination of the tenancy will be deducted from the security/damage deposit.

Tenant may **NOT** withhold payment of any portion of rent for the last payment period in lieu of the security deposit. If the Tenant remains in violation of this withholding, Tenant will remain responsible to pay to Landlord the amount of rent withheld and the additional amount equal to that portion of the security deposit withheld by Landlord as provided in this lease to remedy Tenants default including late fee`s.

3. SECURITY/DAMAGE DEPOSIT.

A security/damage deposit in the amount of \$_____ is required upon signing this lease. If Tenant neglects to perform any term in this Lease, Landlord may use the security deposit for payment of money that Landlord may spend or damages that Landlord suffers because of Tenant's failure. The Landlord may use the security deposit to pay for any damage to the Premises caused by the Tenant or the Tenant's guests. The security deposit may also be used to pay any rent that the Tenant owes to the Landlord at the end of the Lease.

a. The security/damage deposit, less any amounts withheld, will be returned in person or mailed to Tenant’s address (parents’ address as stated on page 1), unless Tenant provides other written instructions, within twenty-one days after the termination of the tenancy. If any portion of the deposit is withheld by Landlord, the Landlord will provide to Tenant a written statement showing the specific reason(s) for the withheld portion of the security deposit thereof. The Landlord may keep all or part of the security deposit (1) for rent or other money owed to the Landlord, and (2) for damage to the Premises beyond ordinary wear and tear. Tenant has (3) days after the beginning of the lease to notify the Landlord in writing of defects in the premises. If possible, these defects will be repaired. If they cannot be repaired, they will be noted on the Tenants check-in form. Tenant may request a copy of this form within three days of onset of tenancy. When the room is inspected at the end of the Tenant’s lease, any items which require repair that are not normal wear and tear and are not listed on the check-in form will be charged to the Tenant.

4. ASSIGNMENT, SUBLETTING.

Tenant may “not” assign this Lease, lease the Premises to anyone else (sublet), sell this Lease or permit any other person to use the Premises without the prior written consent of the Landlord. If Tenant does, Landlord may terminate this Lease at Landlords discretion. Landlord may hold original Tenants security deposit until the end day of the lease. The original Tenants who violate the lease agreement will remain liable for all rent payments until the end date of the lease. Any assignment or sublease made without Landlord's written consent will not be effective. Tenant must get Landlord's permission if Tenant wants to assign or sublet. Landlord's permission is good only for that specific assignment or sublease. Landlord will not be responsible for finding a replacement sub lessee for Tenant. There will be a \$175.00 charge for office time involved with paperwork for any sublease. Landlord reserves the right at landlords discretion to add charges for additional time which may be required

At no time shall a person be allowed to live in the rental unit without the prior written consent of Landlord. Violation of this provision will result in a \$175.00 forfeiture of security deposit by Tenant to the extent as permitted by Wisconsin state law. LANDLORD will also consider such occupancy to be trespass and seek legal remedy. The consideration for living in the unit is the same as anyone staying or visiting overnight beyond 7 days in any one month period. If Tenant violates these terms, Landlord may terminate this lease. Tenants, who violate the lease agreement, will remain liable for all rent payments until the end date of the lease.

5. AGREEMENTS OF LANDLORD.

Landlord agrees:

- a. That the premises and all common areas are fit for the use intended by the tenants;
- b. To keep the premises in reasonable repair during the term of the lease, except when the disrepair has been caused by the willful, malicious or irresponsible conduct of tenant or a person under the direction or control of tenant;
- c. To maintain the premises in compliance with the applicable health and safety laws of the state and the local units of government where the premises are located during the term of the lease, except when the violation of the health and safety laws has been caused by the willful, malicious or irresponsible conduct of the tenant or a person under the direction or control of the tenant;

6. AGREEMENTS OF TENANT.

Tenant agrees:

- a. To comply with all the provisions of this lease and any rules and regulations governing the premises and the building of which they are part as landlord deems necessary;
- b. To obey all lawful orders, rules and regulations of all government authorities;
- c. Not to make or permit use of premises for any unlawful purposes that will injure the reputation of the premises or the building of which they are a part;
- d. To use the premises for residential purposes only;
- e. To pay for utilities not provided by landlord, e.g., electricity, water & gas.
- f. To maintain a reasonable amount of heat in cold weather to prevent damage to the premises, e.g. keep water pipes from freezing.
- g. To keep the premises in a clean and tenantable condition and in as good repair as it was at the beginning of the lease term
- h. No Smoking in or on the premises and be responsible that all Tenants' guests comply with the non-smoking policy.
- i. Will be financially responsible for all damage, accidental or intentional, or breaches of this lease caused by Tenant and /or guests.
- j. To lock all doors and windows when Tenant is absent from the home. Any person entering Tenant's home through an unlocked door or window shall be considered an invited guest.

7. UTILITIES.

Upon moving into the apartment the Tenant must contact Xcel Energy (800) 895-4999 to subscribe the "Electric" service into tenants own name. ~~(strike)~~ *Tenant will be responsible for a prorated portion of the annual Water & sewer utility charges for the property. The annual total will be divided by 1/7 between the 7 apartment units. This prorated amount will be billed annually or upon receipt of city billing. Any unpaid amounts will be deducted from the security deposit at the end of the lease term. Tenant agrees to pay or reimburse any unpaid amounts to the Landlord for utility services provided to the leased premises during the lease term.

8. RULES AND REGULATIONS.

Landlord may make such rules and regulations governing the premises and the building of which they are a part as Landlord deems necessary. Tenant shall observe and comply with all such rules and regulations, and any violations of these rules or regulations shall be deemed a breach of this lease. Landlord may make changes and/or additions to the rules and regulations, and shall give written notice of such changes and /or additions to Tenant at least 28 days before the same become effective. Tenant acknowledges receipt of the attached "Addendum to Lease" prior to execution of this lease.

9. ALTERATIONS TO PREMISES/BUILDING.

Tenant may not alter or redecorate the premises, drive nails, tacks, screws or apply any other fasteners in or into doors, ceiling, floor or woodwork of the premises or attach or affix anything to the exterior of the building, except as provided for in the Rules and Regulations governing the premises and building.
See Attached: "Addendum to Lease"

10. NOISE AND GATHERINGS.

Tenant, Tenant's guests and visitors shall conduct themselves in such a manner so as to not cause the Premises to be in violation. Conduct which would be in violation of Wisconsin Statute shall constitute a material breach of this Lease for which default Landlord shall have available the remedies provided for in Section 13 below of this Lease.

11. USE OF PREMISES.

The Tenant may not use the Premises for any unlawful activity. The Tenant may not use the Premises for the purpose of carrying on any business, professions or trade. In particular, Tenant agrees that (a) Tenant will not unlawfully allow controlled substances in the Premises; and (b) the common area and building in which the Premises is located will not be used by the Tenant or others acting under his or her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law. This agreement by Tenant is not violated if a person other than Tenant possesses or allows controlled substances in the Premises or in the common areas or building unless the Tenant knows or has reason to know of the activity. Tenant shall not place any obstructions in the entryways of the home. Tenant **may not keep animals or pets** of any kind in the Premises without the written consent of the Landlord.

12. RIGHT OF ENTRY.

- a. Except as provided in subpart b. below, Landlord may enter the Premises only for a reasonable business purpose and after making a good faith effort to give Tenant reasonable notice under the circumstances of the intent to enter. A reasonable business purpose includes, but is not limited to: (1) performing maintenance work; (2) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes; (3) Tenant, Tenant's guests and visitors is/are causing a disturbance within the Premises; (4) Landlord has a reasonable belief that Tenant is violating the Lease within the Premises; (5) Landlord has reasonable belief that the Premises is being occupied by an individual without a legal right to occupy it; or (6) Tenant has vacated the Premises.
- b. Landlord may enter the Premises to inspect and/or take appropriate action without prior notice to Tenant if Landlord reasonably suspects that: (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement; (2) immediate entry is necessary to determine Tenant's, Tenant's guests and visitors safety; or (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the Premises.
- c. If Landlord enters the Premises when Tenant is not present and prior notice has not been given, Landlord shall disclose the entry by placing written disclosure of the entry in a conspicuous place in the Premises.

13. LIABILITY OF LANDLORD.

Landlord shall not be responsible for any damage or injury that is done by Tenant, Tenant's guests and visitors and/or his/her/their property caused by fire, water, explosion or any other cause in the Premises, in the building and/or on the grounds. Landlord shall not be responsible for the loss of any property from the Premises, the building and / or the grounds by theft or any other cause. **Landlord recommends and encourages Tenant to obtain Tenant's own insurance coverage(s).**

14. DAMAGE TO PREMISES.

If the Premises is destroyed or damaged not due to the fault of Tenant and the Premises becomes uninhabitable or is unfit for occupancy as a residence, Tenant is not required to pay rent for the time Premises cannot be used. If the Premises is damaged or destroyed, Landlord may terminate this Lease immediately and if the damage was not caused by Tenant and/or Tenant's guests and visitors, the rent shall be pro rated up to the time of the damage.

15. SURRENDER OF PREMISES AND ABANDONED PROPERTY.

On the last day of the term of this Lease, or on the sooner termination thereof, Tenant shall peaceably surrender the premises to Landlord. Tenant shall leave the premises in as good condition as it was when the Lease started, reasonable wear and tear excepted.

On or before the last day of the term of this Lease or the sooner termination thereof, Tenant shall, at Tenant's own expense, remove all of Tenant's property from the premises. Tenant shall repair and restore, and save Landlord harmless from, all damage to the premises caused by such removal. Any property not removed by Tenant and/or any property abandoned by Tenant shall be governed by the provisions of Wisconsin Statute. If the premises is not surrendered at the end of the term or sooner termination thereof, Tenant shall indemnify Landlord against any loss and liability resulting from delay by Tenant in so surrendering the premises, including, without limitation, claims made by any succeeding tenant founded on such delay. Tenant shall promptly surrender all keys relating to the Premises to Landlord at the place then fixed for payment of rent. In no event shall Tenant be deemed to have abandoned the Premises or this Lease during the term hereof unless Tenant first obtains the express written permission of Landlord. The provisions of this Section shall survive the termination of this Lease. Any holdover beyond the last day of the lease term will be charged \$75.00 per day.

16. DEFAULT BY TENANT.

Upon the occurrence of: rent and /or any additional amount(s) due Landlord being unpaid, in whole or in part, or Tenant's violation or default in any of the agreements and/or conditions of this Lease, then it shall be optional for Landlord:

- a. to terminate this Lease, or
- b. to re-enter and take possession of the Premises and terminate Tenant's right to possession of the Premises without terminating this Lease or any of Tenant's obligations under this Lease. Landlord may remove all persons and property from the premises (such property as may be removed may be stored in a public warehouse or elsewhere) at the cost of, and for the account of Tenant, all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. If Tenant shall, after default, voluntarily give up possession to Landlord, deliver to Landlord the keys to the Premises, or both, such actions shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord shall not be deemed to constitute a surrender of said Premises.

Should Landlord elect to re-enter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in Landlord's sole discretion may deem advisable. Upon each such re-letting, rentals shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorneys' fees and costs of such alterations and repairs, third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent or damage as the same may become due and payable hereunder. If such rentals received from such re-letting during any month be less than that to be paid during that month by Tenant pursuant to this Lease, Tenant shall pay any such deficiency to Landlord, the same to be calculated and paid monthly. No such re-entry or taking

possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for breach, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the Premises, attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

17 NEW LEASE.

In the event Landlord and Tenant have not entered into a new Lease for the Premises sixty (60) days prior to the end of this Lease, this Lease, if not sooner terminated, shall end, at the end of the rental period provided for in this Lease. It is expressly understood, however, that Landlord shall not be required to enter into a new Lease should Landlord not desire to do so.

18. HOLDING OVER.

Tenant agrees to vacate the Premises at the end of the lease term. Failure of Tenant to vacate the Premises by 12:00 Noon on the end date of the lease term, including removal of all personal property and trash, shall result in a charge to Tenant of 2 Xs rent per day for each full or partial day after the end of the lease term. Landlord may bill Tenant for the holdover charges or deduct such charges from Tenant's security deposit.

19. CARPET.

Tenant shall be assessed a charge to clean carpets that are damaged, stained, or dirty beyond normal wear and tear.

20. House Rules : Tenant shall comply with all house rules as stated on the separate addendum and are deemed as part of this rental agreement.

The following signature/s indicates acceptance of all terms and conditions of this Lease Agreement and the rules and regulations:

TENANT: _____

Date _____

TENANT: _____

Date _____

LANDLORD: _____

Date: _____

Red Cloud Manor LLC; S. Lindeman