

Rental Agreement

This lease shall be governed by, and construed in accordance with, the laws of the state of Wisconsin. Any lawsuit, and venue for any cause of action arising from or relation to this lease or this tenancy, shall be brought only in Dane County, Wisconsin.

PARTIES **TENANT(S):** _____

 _____ and no others.

LANDLORD: College Park Apartments LLP
ADDRESS: 2428 Perry Street
Madison, WI 53713
(608)-251-7471

Landlord's Agent for maintenance, management, service of process and collection of rent- (Note in "Special Conditions" if more than one agent).

Name: Rouse Management, Inc.
Address: 2428 Perry Street, Madison, WI 53713
Phone: (608)-251-7471

PREMISES **Premises Street Address:** _____
City/State/Zip: **Madison, WI 53715**

TERM **Apartment/Unit/No.:** _____ **RENTAL TERM: 12 months**
First Day of Term: August 15th, 2020 @ Noon **Last Day of Term: August 14th, 2021 @ Noon**

UTILITIES Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

| Utility Charges | Electric | Heat | Water | Gas | Air Conditioning | Hot Water | Trash / Recycling | Internet |
|--------------------|----------|------|-------|-----|------------------|-----------|-------------------|----------|
| Included in Rent | | X | X | X | | X | X | X |
| Metered Separately | x | | | | x | | | |

RENT **Rent Amount \$ _____ Other Parking \$ _____ per month** due on or before the **First** day of each **Month**. Rent shall be paid by electronic withdrawal. **ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.**

SECURITY DEPOSIT Upon execution of this Agreement, Tenant agrees to pay a security deposit in the amount of \$ _____ to be held by **College Park Apartments LLP**. The deposit, less any amounts legally withheld, will be returned in person or mailed to the address provided to Landlord, or to Tenant's last known address, as provided in Wis.Stat. 704.28(4). Tenant is responsible for giving landlord his/her new address. Upon surrender, Tenants shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

CHECK-IN REPORT Landlord will provide a check-in sheet at the time of check-in. Tenant will have 7 days from the date occupancy commences to complete the check-in sheet and return it to the Landlord.

SPECIAL **Special Conditions: 1. If rent is NOT paid by 1st of the month there will be a \$40 late fee.**
2. Tenants agree to pay 1st month's rent at their lease signing 3. The entire security deposit is due February 1st, 2020
4. This lease is a non renewable lease
5. The only pet allowed is fish. Proof of renter's insurance is required for fish tanks

Attachments checked below are attached to this Rental Agreement and Incorporated herein by reference.

| Attachment | Check | Attachments | Check |
|--------------------------------|-------|-----------------------------------|-------|
| Carbon Monoxide Addendum | x | Nonstandard Rental Provisions | x |
| Rules and Regulations Addendum | x | Smoke Alarm Addendum Requirements | x |
| Cosigner Forms | x | | |

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on _____

LANDLORD _____
 Manager, College Park LLP
 Rouse Management Inc.

TENANTS _____

LANDLORDS ACCESS: Landlord may enter the Premises occupied by the Tenant, at reasonable times with 24 hours advance notice, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant 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.

DISPOSAL OF PERSONAL PROPERTY AND ABANDONMENT: Unless otherwise agreed to in writing, the Landlord will not store any items of personal property that the Tenant leaves behind when the Tenant removes or is evicted from the Premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for 7 days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant, and any secured party of which the Landlord has actual notice, personally or by regular or certified mail. If tenant unjustifiably removes from the premises before the last day of the rental term, and subject to the landlord's duty to mitigate, Tenant shall be liable for all rent due under this agreement through the last day of the term, plus damages incurred by the Landlord, and less any net rent received by landlord in renting the premises. Landlord understands and acknowledges its obligation to mitigate damages as provided in Wis. Stat. s. 704.29.

TENANT RULES & OBLIGATIONS USE: During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

USE:

1. To use the Premises for residential purposes only for Tenant.
2. To NOT make or permit use of the Premises for any unlawful purpose of any purpose that will injure the reputation of the Premises or the building of which they are a part.
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.
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.

PETS: 5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.

GOVT.REG.: 6. To obey all lawful orders, rules and regulation of all governmental authorities.

MAINTENANCE: 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.

8. To maintain a reasonable amount of heat in cold weather to prevent damage to the Premises. If damage results from Tenant's failure to maintain a reasonable amount of heat, then tenant shall be liable for this damage.

IMPROVEMENTS: 9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:

- a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.
- b. Alter or redecorate the Premises.
- c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
- d. Attach or affix anything to the exterior of the Premises or the building in which it is located.

10. To NOT permit any guest or invitees to reside in the Premises without prior written consent of the Landlord.

GUESTS:

NEGLIGENCE: 11. To be responsible for all damage or waste to, or neglect of, the premises caused by Tenant or Tenant's guests and invitees, and to be liable for any resulting property damage or injury. In addition, Tenant is liable for all breaches of this agreement caused by Tenant or their guests.

12. To NOT assign this Agreement 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 the Agreement.

VACATION OF

13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.

PREMISES:

RULES: Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.

DAMAGE BY CASUALTY: If the Premises are damaged by fire or other casualty to a degree that renders them untenable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains, rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible.

CODE VIOLATION CONDITIONS AFFECTING HABITABILITY: The Premises and the building of which they are a part are NOT currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this Agreement. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Condition: 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 F. in living area), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

DOMESTIC VIOLENCE SPECIAL CONDITIONS: NOTICE OF DOMESTIC ABUSE PROTECTIONS (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: (a) A person who was not the Tenant's invited guest, (b) A person who was the Tenant's invited guest, but the Tenant has done either of the following: 1. Sought an injunction barring the person from the Premises. 2. Provided a written statement to the Landlord stating that the person will no longer be an invited guest of the Tenant and the Tenant has not subsequently invited the person to be the Tenant's guest. (2) A Tenant who is a victim of domestic abuse, sexual assault or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin Statutes. If the Tenant has a safety concern, the tenant should contact the local victim service provider or law enforcement agency. (3) A tenant is advised that this notice is only a summary of the Tenant's rights and the specific language of the Statutes governs in all instances.

AGENCY NOTICE: Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord's interest and owe duties of loyalty and faithfulness to the Landlord. They also are, however, obligated to treat all parties fairly and in accordance with fair housing and other applicable laws and standards.