

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704

Berkshire Hathaway HomeServices North

## CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

1 If you want the option of sending and receiving real estate transaction documents by e-mail, federal law  
2 requires certain safeguards to ensure that consumers like you have the capability to receive such  
3 disclosures and are fully aware of the consequences of agreeing to receive documents electronically.  
4 Federal law requires your consent to use e-mail and electronic versions of information, disclosures,  
5 contracts and other documents and records ("electronic documents") that would otherwise be legally  
6 effective only if provided to you in a printed/written paper document.

7 **Understanding Electronic "Lingo:"** "Electronic documents" include the documents you may save on your  
8 computer or attach to e-mail. They can typically be printed out, but exist independently in an electronic form  
9 on your computer.

10 "Electronic signatures" are sometimes hard to conceptualize. An "electronic signature" includes any mark,  
11 symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an  
12 electronic document and executed by a person with the intent to sign. Just like you can legally "sign" a  
13 printed document by making your mark, whether that be your cursive signature in ink or an "X," so you can  
14 "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital  
15 signature or just typing your name in the signature line or space on an e-mail or document on the computer  
16 - these are all electronic signatures. If you sign a paper document in ink and then scan the document and  
17 save it on your computer, the image of the cursive signature on the stored electronic document on your  
18 computer is also an electronic signature.

19 **1. Right to Receive Paper Document:** You have the right to have any document provided to you  
20 electronically in paper form. If you want a paper copy of any document sent to you by e-mail, send your  
21 request to the broker at the mail or e-mail address provided below. Paper copies will be provided at no  
22 charge.

23 **2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic  
24 documents by e-mail by contacting the broker by mail or e-mail at the address provided below. The legal  
25 validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of  
26 consent will not be affected.

27 **3. Changes to Your E-Mail Address.** You should keep the broker informed of any change in your  
28 electronic or e-mailing address. Please contact the broker as promptly as possible by mail or e-mail at the  
29 address provided below regarding any such changes.

30 **4. Minimum Hardware and Software Requirements.** The following hardware and software are required  
31 to access (open and read) and retain (save) the electronic documents:

- 32 ◆ Operating Systems: Windows 98, Windows 2000, Windows XP or Windows Vista; or Macintosh OS
- 33 8.1 or higher.
- 34 ◆ Browsers: Internet Explorer 5.01 or above or equivalent
- 35 ◆ Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files

36 **5. Your Ability to Access Disclosures.** By opening, completing, saving and e-mailing this consent back  
37 to your broker, you acknowledge that you can access and retain electronic documents in PDF format.

38 **6. Consent to Electronic Signatures and Documents:** By completing and e-mailing this consent form to  
39 the broker at the e-mail address specified below, you are providing electronic consent to the use of  
40 electronic documents and electronic signatures in your real estate transaction. Specifically, you are

41 acknowledging receipt of this form and consenting to the use of electronic documents, e-mail delivery of  
42 documents, and electronic signatures in any real estate transactions involving you, the broker identified  
43 below and other parties. If you prefer, instead, to limit this consent to the transaction relative to a specific  
44 property, provide the property address or description below.

45 Specific Property: \_\_\_\_\_  
46 \_\_\_\_\_

47 **CONTACT INFORMATION:**

48 Broker Name: BHHS North Properties

49 Agent's Name (optional): Amy Hatlevig

50 Address: 9542 E. 16 Frontage Road Onalaska, WI 54650

51 E-mail Address: ahatlevig@bhhsnorthproperties

52 Party Signature (sign or type in name): \_\_\_\_\_

53 E-mail Address: Sample

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road, Madison, Wisconsin 53704



# 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:

**PARTIES**

**TENANT(S):** \_\_\_\_\_

List other occupants who are not tenants, such as minor children, in Special Conditions.

**LANDLORD:** LandShark! LLC d.b.a. River Bluff Apartment Homes

Address: 2501 32nd Street South #7 La Crosse, WI 54601

**LANDLORD'S AGENT** for maintenance, management, service of process and collection of rent - (Note in "Special Conditions" if more than one agent): Amy Hatlevig

**Address:** 2501 32nd Street South #7 La Crosse, WI 54601

**PREMISES**

**PREMISES** Street Address: sample

City/State/Zip: La Crosse, WI 54601-7493

Apartment/Unit/No.: sample

**RENTAL TERM**

First Day of Term: sample Last Day of Term: sample

This Lease is only for the stated term and is **NOT** automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

**RENT**

**Rent Amount \$** sample **per** \_\_\_\_\_ **month** \_\_\_\_\_ **due on or before the** \_\_\_\_\_ **1st** **day of each** \_\_\_\_\_ **month** \_\_\_\_\_. Rent checks shall be made payable to (Landlord) (~~Landlord's Agent~~) **STRIKE ONE** and mailed or delivered to (~~Landlord~~) (Landlord's Agent) **STRIKE ONE**. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS LEASE.

**UTILITIES**

In addition to Rent, Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows: **CHECK AND COMPLETE AS APPLICABLE**

Utility Charges	Electric	Heat	Water	Unit Gas	Air Conditioning	Hot Water	Sewer	Trash/ Recycling
Included in Rent			x				x	x
Separately Metered	x	x			x	x		
Cost Allocation *								

\* Explain in Special Conditions or in an addendum if additional room is needed.

**Tenant's failure to timely pay utility bills for which Tenant is responsible is a breach of this Lease.**

**SECURITY DEPOSIT**

Tenant shall pay a security deposit in the amount of \$ sample upon execution of this Lease, to be held by LandShark! LLC d.b.a. River Bluff Apartment Homes. 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.

**SPECIAL**

Rent should be paid by ACH debit through Tenant's resident portal provided

**CONDITIONS**

by River Bluff Apartments. Otherwise, rent must be mailed to Mattison

Accounting 936 Bethanne Pl Onalaska, WI 54650. Make check payable to River Bluff Apartments.

<b>CHECK-IN SHEET</b>	Tenant acknowledges when Tenant commences occupancy of the Premises, Landlord must provide a check-in sheet that Tenant may use to comment about the condition of the Premises. Tenant has seven days from the date Tenant commences occupancy to complete the check-in sheet and return it to Landlord.
<b>LANDLORD'S RIGHT TO ENTER</b>	Landlord may enter the Premises, at reasonable times with at least 12 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.
<b>MITIGATION</b>	If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Lease through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in rerenting the Premises.
<b>ABANDONMENT</b>	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 rerent the Premises.
<b>PERSONAL PROPERTY</b>	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. If the abandoned property is a manufactured home, mobile home or 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>SALE OF PREMISES</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.
<b>LEAD-BASED PAINT PROVISIONS</b>	(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 (Pamphlet)</i> . 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 conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.
<b>TENANT RULES &amp; OBLIGATIONS RESIDENTIAL USE REPUTATION</b>	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 provides in writing, as follows: <ol style="list-style-type: none"> <li>1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.</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> </ol>
<b>INSURANCE HAZARD</b>	<ol style="list-style-type: none"> <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 the property and casualty insurance policies on the Premises and the building wherein the Premises are located.</li> </ol>
<b>NOISE</b>	<ol style="list-style-type: none"> <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.</li> </ol>
<b>PETS</b>	<ol style="list-style-type: none"> <li>5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.</li> </ol>
<b>GOVT. REG.</b>	<ol style="list-style-type: none"> <li>6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the Premises.</li> </ol>
<b>MAINTENANCE</b>	<ol style="list-style-type: none"> <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> </ol>
<b>SUFFICIENT HEAT</b>	<ol style="list-style-type: none"> <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> </ol>
<b>IMPROVEMENTS</b>	<ol style="list-style-type: none"> <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> </ol> </li> </ol>

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.

**GUESTS**

10. To NOT permit any guest or invitee to reside in the Premises for more than three consecutive days without prior written consent of Landlord.

**NEGLIGENCE**

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.

**SUBLETTING**

12. To NOT assign this Lease, sublet the Premises or engage in any other short-term or vacation rentals of 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.

**VACATION OF PREMISES**

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.

**CRIMINAL ACTIVITY**

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; and to NOT 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.

**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 the rules stated above. Any failure by Tenant to comply with the rules is a breach of this Lease.

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

(1) As provided in § 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 § 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.

(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.

**DAMAGE BY CASUALTY**

If the Premises are damaged by fire, flood or other casualty to a degree that renders the Premises untenantable, 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 substantially deprived of normal use and occupancy of the Premises or the damage materially affects Tenant's health or safety, until the Premises are restored. If repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree that does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

**CODE VIOLATIONS AND CONDITIONS AFFECTING HABITABILITY**

Unless disclosed to Tenant before entering this Lease and accepting any earnest money or security deposit, and stated in Special Conditions or an Attachment to this Lease: (1) 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; and (2) none of the following conditions adversely affecting habitability are present on the Premises: 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° F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions substantially hazardous to Tenant's health or safety or that create an unreasonable risk of personal injury through the reasonably foreseeable use of Premises by Tenant.

**SMOKE DETECTOR NOTICE**

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain any smoke detector 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. Landlord also shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law.

**ELECTRONIC COMMUNICATIONS**

Landlord and Tenant agree to the use of electronic documents, e-mail and electronic signatures to the extent not prohibited by federal or Wisconsin law. Tenants must first consent electronically, as required by federal law, and provide their email addresses below. Landlord and Tenant agree that Landlord may provide the following electronically: (1) a copy of this Lease and any related attachment or document; (2) a security deposit and any documents related to the accounting or disposition of the security deposit and refund; (3) any promise made by Landlord prior to entering into this Lease to clean, repair, or otherwise improve the Premises; and (4) an advance notice to enter the Premises to inspect the Premises, make repairs, show the premises to prospective tenants or purchasers, or comply with applicable laws and regulations. Default or eviction notices cannot be given electronically.

**AGENCY NOTICE**

Tenant understands that any property manager, rental agent or employees thereof represent Landlord.

**SEX OFFENDER NOTICE**

Tenant 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 <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

**SPECIAL CONDITIONS**

Rent received after the 5th of the month will be subject to a \$50 late fee.  
sample

Attachments checked below are attached to this Lease and incorporated herein by reference.

ATTACHMENT	Check	ATTACHMENT	Check
Guarantee/Renewal/Assignment/Sublease	✓	Nonstandard Rental Provisions	x
Rules and Regulations	x	Promises to Repair	
Smoke and Carbon Monoxide Detector Notice	x	Code Violations	
Lead-Based Paint Disclosure & Pamphlet		Real Estate Agency Disclosure	x
Amendment		Utilities Cost Allocation	
Other: Mold Addendum	x	Other: Lease Agreement Checklist	x
Other: Resident Handbook	x	Other: Move-in Checklist	x

DocuSigned by: Sample 4/21/2022  
 (x) Landlord's/Property Manager's Signature ▲ Print Name Here ► Amy Hatlevig Date ▲

Landlord/Property Manager email address: live@riverbluffapartments.com

(x) Tenant's Signature & email address ▲ Print Name Here ► Date ▲

(x) Tenant's Signature & email address ▲ Print Name Here ► Date ▲

(x) Tenant's Signature & email address ▲ Print Name Here ► Date ▲

(x) Tenant's Signature & email address ▲ Print Name Here ► Date ▲



Welcome to River Bluff Apartment Homes! In an effort to help our community be a place where all residents can live happily and successfully, we have prepared this Handbook of River Bluff's policies, rules, and procedures in an easy-to-read, friendly format.

**Meet your management team:**

Owner: Paul Fisher

Community Managers: Chadd Hatlevig & Amy Hatlevig, Licensed REALTOR, BHHS North Properties

Caretaker: Douglas Benson

Please use your resident portal for all maintenance requests, leasing questions and general concerns or questions. Contact the managers for instructions on how to download the app.

Office phone: (608) 787-8326.

Email : [live@riverbluffapartments.com](mailto:live@riverbluffapartments.com)

Website: [www.riverbluffapartments.com](http://www.riverbluffapartments.com)

**FOR MAINTENANCE EMERGENCIES /AFTER-HOURS EMERGENCIES:(608) 912-0583**

Text or call (608) 912-0583.

For medical / fire / criminal activity emergencies, please dial 9-1-1 before contacting Management.

Examples of an emergency are:

1. Flooding caused by plumbing breakdown.
2. Back-up of sewer line.
3. Lack of heat in winter or lack of A/C when temp is above 85 degrees.
4. Damage caused by wind, storm or fire.
5. Serious electrical failure or short circuit.
6. Serious personal injury to a Resident or guest.

Your total satisfaction is our number one priority. If, for any reason, our service does not meet your expectations, please contact the property owner, Paul Fisher, at:

Phone: 608-632-1911

Email: [paulbfisher@gmail.com](mailto:paulbfisher@gmail.com)

## **SECTION 1**

### **MOVE-IN/MOVE-OUT PROCEDURES**

#### **A. The Application**

As a resident of River Bluff Apartment Homes, you are already familiar with our application process which involves filling out an application for residency, and a complete background check. If you paid any earnest money, it was applied toward the balance of your security deposit. For mutual comfort and protection, River Bluff Apartment Homes Management carefully reviews each resident application. The application becomes part of your Lease, as does this handbook. Management reserves the right to terminate the Lease and retake possession of your unit if false, incomplete, or purposely misleading information is given to us on your application.

#### **B. Security Deposit**

Please remember that your security deposit is not rent. It is a deposit to insure the fulfillment of Lease requirements. The security deposit must be paid in full prior to moving in. It will be used for payment of damages to the premises and for payment of other funds owed to the Landlord under the terms of the lease. It is a violation of the law to use any portion of your security deposit for rent. Your security deposit will be returned to you as specified by state statute. When you move, your security deposit will be mailed to your forwarding address within the legally required time. If any or all of your deposit is withheld, you will receive a letter explaining the deductions made.

#### **C. Renters Insurance**

We cannot stress strongly enough that you should secure renters insurance. Your personal belongings may be worth thousands of dollars, and neither the property nor the owner will be liable for them. Obtain renters insurance to protect yourself against personal liability and to protect your belongings. This is especially important in the case of a fire as our insurance company is able to pursue you personally if the fire is due to your actions.

#### **D. Notice to Vacate**

No written notice is required to terminate your lease if you are in a lease for a set-term because the lease automatically ends on the last day of the term. However, we really would appreciate at least a 30-day notice if you intend to move.

#### **E. Inspecting Your Apartment**

The apartment you are moving into should be completely ready for occupancy. You have been given a Move-in Checklist on which you may notate any deficiencies or existing damages. This checklist needs to be completed and returned to the office within 8 days of your move-in date. You may either take a picture of the checklist and send it through the resident app, email it to [live@riverbluffapartments.com](mailto:live@riverbluffapartments.com) or send it via US mail to River Bluff Apartments 2501 32nd Street S. #7 La Crosse, WI 54601. The checklist will become part of your Lease. Please be advised that management will inspect your unit at least annually. You will receive a prior written notice when such inspections are to be done. All units in the community are entered at such times.

#### **F. Move-In Procedures**

On your move-in day, you are welcome to use your patio door to move in items, especially over-sized furniture. Please do not try to force over-sized furniture through hallways and around corners. If you need to lift a piece of furniture up to a deck to get it through the patio doors, you are required to use a management-approved, professional moving company. It is NOT acceptable to block sidewalks with vehicles or to park on the grass.



### **G. Move-Out Procedures**

Management will issue a move-out checklist to you. This checklist provides you with a list of items you are expected to complete before you vacate your unit. Management expects your unit to be clean and in good condition. Your unit will be checked against your move-in inspection for damage. All damages and extra cleaning required will be charged against your deposit, or billed to you if the amount is more than your deposit. If you fail to vacate your apartment by the date and time indicated by your lease, you will be charged \$50 per day as rent and damages until you vacate the apartment properly. **REMEMBER TO STOP YOUR AUTOMATIC RENT PAYMENT IN YOUR RESIDENT PORTAL!!!**

## **SECTION 2** **REGARDING YOUR RENTAL AGREEMENT**

### **A. The Rental Agreement**

Your rental agreement (Lease) is a very important legal document that protects both Resident and Landlord. Some of the most common questions asked about the Rental Agreement are explained below.

### **B. Rent Payment**

Rent is due in full on or before the first day of the month and may be paid via your online resident portal. Management will NOT accept rent payments in the office or mailed to the office itself. If you choose not to use your resident portal, you must mail your rent payment each month to our accountant. Cash is NEVER accepted. Checks, cashier's checks or money orders should be made payable to: River Bluff Apartment Homes and may be mailed to: Mattison Accounting 936 Bethanne Pl. Onalaska, WI 54650. If rent is not paid in a timely fashion, Management can initiate eviction proceedings according to state law. Acceptance of rent does not waive or forgive violations of the rental agreement. By accepting a partial payment of rent, Management does not waive its right to initiate court action for the unpaid balance of rent.

### **C. Late Charges**

If rent is not received by the FIFTH day of the month, your rent will be considered late and you will be assessed a late fee of \$50.00, or an amount as stated in your rental agreement. The late fee will be considered additional rent due under the rental agreement. In addition, a notice for nonpayment of rent will be sent to you and eviction proceedings may be started. Continual late payments of rent (more than two per 12-month period), at Management's discretion, may be grounds for termination of your rental agreement.

### **D. Charges for NSF Payments**

If the financial institution returns your payment to Management for any reason, including but not limited to, insufficient funds, errors on the check or a stop payment order, you will be charged \$50.00 for each payment not honored by the bank. If your payment is returned, the rent will be considered late and you will be required to pay a late fee. The returned payment charge and late fee are immediately due and payable as additional rent under the terms of the lease and will be considered liquidated damages for bookkeeping and clerical expenses. Upon receipt of any returned check, Management reserves the discretion to require you to pay future rent by money order or certified funds. Two NSF checks within a 12-month period will be grounds for termination.

## **E. Payment Plan Policy**

Management understands that on occasion there may be some emergency situation where a resident household is not able to pay its rent in full by the first day of the month. To better serve residents in a consistent and efficient manner, Management will allow one monthly payment plan per calendar year.

## **SECTION 3** **GENERAL POLICIES**

### **A. Community**

As your family, friends and others drive by or into the community, they notice the landscaping, building exteriors and entries. We ask that you abide by our policies to help maintain our community's attractive appearance. Patios and the outside grounds must not be used for storage. Indoor furniture, toys, bicycles, skateboards, etc., must not be left outside overnight. Laundry may be dried on patios or decks, but must not stay outside longer than 24 hours. A proper drying rack or clothesline should be used. Patio furniture and potted plants are allowed on the patios. Pools are allowed only in the back common areas, and are to be emptied and tipped upright every night to prevent lawn damage. Patios and decks will not be misused, cluttered, or unsightly in appearance. We operate in accordance with La Crosse City Ordinances concerning grills on decks. Please check the current City ordinance for guidelines and restrictions. As a general rule, no grills may be kept on upper decks at any time. Grills may be stored on ground-level patios but must be moved 20 feet away from the building when in use.

### **B. Guests**

You are welcome to invite people to visit. Guests and visitors are expected to follow all handbook rules. You will be responsible for the actions of your guests at all times while in your apartment, in the building or on the premises. Any violation of the lease or the handbook by your family member or guest will be considered the same as a violation by you and can be used as grounds for eviction.

All guests must have their own separate legal residence. If occupancy by a guest is expected to exceed a two week period of time within a forty-five day period, that person must be added to the Lease and shall be considered a permanent occupant. After two weeks, if the guest is not added to the Lease and if the guest does not vacate, the Resident is in violation of the Lease and could face eviction. If a person is to be added to the Lease, an application must be completed and submitted to Management for approval. Should the guest elect to vacate, rather than be added to the Lease, the move must be permanent.

If MANAGEMENT suspects that you are housing an unauthorized person, you will be asked to prove that the person in question has a permanent residence elsewhere. Acceptable proof of other permanent residence includes any two of the following:

- Valid Lease with a valid rent receipt (for current month);
- Copy of a utility bill for the current month showing the person's name and address;
- A current pay stub showing name and address;
- Current bank statement showing name and address; and
- Car registration showing current name and address.

### **C. Courtesies to Neighbors - Noise**

Quiet is to be observed after 10:00 p.m. to 8 a.m. on weekdays and 11:00 p.m. to 8 a.m. on weekends. We know that it is impossible to completely subdue all noises such as televisions, stereos and normal living sounds. We therefore ask that thoughtful consideration be given to your neighbors, especially during the late evening and early morning hours. Keep the volume of televisions, stereos, etc., at a level that cannot be heard

in an adjacent unit or hallway. Do not yell or shout in hallways, out of windows or up to windows from outside the building.

Excessive noise at any time is a violation of the rights of other residents. If you are having trouble with noise from your neighbors, we suggest taking the following steps:

- 1) Talk to your neighbor about the noise. Many times, a neighbor is simply not aware that the noise is bothering you and will be happy to accommodate your request.
- 2) If you've already tried talking to the neighbor, or if you really don't feel comfortable doing so, please call the police non-emergency number with a noise complaint. While this may seem extreme to you, it legally is the best solution to resolve a noise issue. With a police report documenting the noise, it is no longer a "he-said, she-said" situation and can be dealt with fairly by management. When you call in a noise complaint, you may remain anonymous – the police will not tell the neighbor that it was you who called if you request this.
- 3) After calling the police, please notify management the next business day so that we may follow up on the situation to ensure it doesn't happen again. Please keep in mind that while a noise issue happening at 3 AM on Sat. morning may be extremely annoying, this is not cause to use management's after-hours emergency number. Simply call the police, let them deal with the noise, and then notify management on Monday morning about the incident. Rest assured that we do not take noise complaints lightly and we will deal with the offending resident accordingly.

#### **D. Disturbances**

At all times, you must conduct yourself and require your visitors to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the rental agreement. By signing the rental agreement, you and your visitors agree:

- 1) Not to threaten, be violent toward, or harass in any way, another resident, a member of another resident's family, a guest of a resident, the owner or owner's agent, an employee of the management agent or a contractor of the management agent.
- 2) Not to act in a loud, boisterous, unruly or thoughtless manner so as to disturb the rights of the other residents or neighbors to peace and quiet.
- 3) Not to congregate in the hallways, laundry rooms, or the parking lot, nor sit on or near the front or rear entryway unless waiting for transportation, nor knock on windows or throw objects at a window to get the attention of a resident.

#### **E. Verbal Abuse**

Verbally abusive language by you, your family member or guest directed at another resident, another resident's family member, a guest of another resident, the owner or owner's agent, an employee of the management agent or a contractor of the management agent will not be tolerated. This language includes use of profanity, sexual or gender references, racial and ethnic slurs or name calling.

#### **F. Eviction or Termination of Rental Agreement**

Evictions and / or Terminations of a Rental Agreement will be done in accordance with the lease and state law.

#### **G. Controlled Substances**

The resident or anyone acting under their direction or control agrees not to use the unit, the common areas or the development grounds to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with intent to manufacture, sell, give away, barter, deliver, exchange, distribute, a controlled substance in violation of state law. If contraband or a controlled substance manufactured, distributed or acquired in violation of state law is seized in the resident's dwelling unit incident to a lawful search or arrest, and if the resident has no defense under state law, the resident shall have no further right to possession of his or her dwelling unit and Management shall bring an eviction action against the resident, to regain possession of dwelling unit.

## **H. Alcohol**

Neither residents nor their guests may consume alcohol in the common areas of any building in the development.

## **I. Keys and Lock Outs**

You will receive your keys upon move-in. Keys are not to be duplicated without management's permission. If a key is lost or stolen, please contact Management. Residents may not change or tamper with their locks. Management will not unlock the unit door for anyone but the adult resident listed on the lease. If you request a lock change during regular business hours, you will be charged \$75 for each separate lock replacement. If you lock yourself out of your apartment and management is not available, you will need to contact American Lock and Key and pay them directly for their services to let you back in. American Lock and Key's phone number is (608) 782-7777.

When you move, all keys are to be returned. There is a \$25 fee for each key not returned.

## **J. Water Beds**

Water beds are not allowed.

## **K. Repairs and Damages**

You will be expected to take good care of the apartment including all appliances, equipment and fixtures. We realize that sooner or later, something may go wrong in your apartment; for example, an appliance may not function properly or a faucet may leak. If this occurs, please submit a maintenance request in your portal. Remember, you may be charged for repair service if the situation was caused by your negligence, recklessness or misuse of property. Any cost in making such repairs shall be payable by you as additional rent under the lease. You will be charged for damages done by yourself, your household members or your guests while at the property. You will also be charged for all costs associated with after-hours service calls that turn out to be non-emergencies. We would like to maintain and repair items before they become worse, so please notify Management for maintenance.

## **L. Pets**

No pets are allowed, even temporarily, anywhere in the apartment unless all pet addendum paperwork has been completed and signed by Management. Please advise visitors of the pet policy so they can make arrangements prior to their visit. This means they may not bring the pet into your apartment, and you cannot "house sit" a pet temporarily. Do not keep or feed stray animals in the unit or on the property grounds. For your own safety and that of others, please notify Management immediately if you notice any stray animals on the grounds. This includes domesticated and wild animals.

The following exceptions apply:

Small caged birds and aquariums are allowed. Aquariums must be 25 gallons or less in capacity located on a safe, stable area in the unit. Damage caused by leakage or breakage from any aquarium will be charged back to you.

If a pet has been in your apartment, even temporarily (with or without consent of Management), you may be charged for de-fleaing, deodorizing and/or carpet shampooing, if necessary.

## **M. Use of Premises**

Your apartment may only be used as a private residence and for no other purpose. Please do not carry on any trade, profession, business, school, or course of instruction on the premises. This includes but is not limited to

keeping roomers, lodgers, or boarders; operating a day-care center, consulting or examining clients or patients; selling, reselling or trading goods, or grooming/training animals.

**N. Door-to-Door Soliciting/Selling**

No door-to-door selling/soliciting, including that done by residents, is permitted within the building or development. Please notify Management immediately if you see anyone going door-to-door within the building or development.

**O. Yard Sales**

No yard, garage, tag, white elephant or rummage sales are permitted at any time or place at the property without prior permission from Management. In general, however, permission will not be granted for individual sales. If there is enough interest, an annual yard sale in which residents may participate may be held.

**P. Satellite Dishes**

Residents may install satellite dishes at the premises under the following conditions:

- Resident obtains written permission from Management
- The satellite dish is installed inside the unit or on a patio or balcony that is part of the unit
- The satellite dish is not larger than one meter in diameter
- The satellite dish is securely mounted and does not extend beyond the edge of Resident's leased premises.
- Installation and removal will not create damage beyond ordinary wear and tear
- Resident has the satellite dish professionally installed.
- Resident maintains liability insurance coverage.
- Satellite dishes cannot be installed on exterior walls or in common areas, including roofs and trees.

**Q. Wireless Internet**

Residents and their guests may not use River Bluff Apartment Homes' wireless internet resources to violate local, state or federal laws. Residents and their guests are responsible for any and all firewall, anti-virus and any other software or device to protect from hackers, viruses, etc. The Resident assumes total responsibility and risk for the use of the wireless service and the Internet.

**R. Pest Control**

River Bluff contracts with a local, professional pest control company and we routinely treat the premises on a preventative basis for common household pests such as spiders, ants, rodents and bees. If you experience any sort of pest problem, please notify the office immediately and we will schedule a visit from the pest control professional. We take any sort of pest problem very seriously and our goal is to treat any pest problems as soon as possible so that they do not become BIGGER problems. So please let us know right away – DON'T WAIT! Many common pests are covered under our contract and are treated at no extra cost to you. However, if at any time during your tenancy of your apartment we find lice, bedbugs, rodents, fleas or any other nuisance pest that is a direct cause of you occupying the premise, you will be responsible for the costs of extermination throughout your apartment and the entire building, if necessary, and any other repairs necessary to bring the premise back to before infestation state. These fees and costs may be deducted from your security deposit.

## **SECTION 4**

### **SAFETY**

#### **A. Your Safety/Deliveries**

For your protection, management personnel have been instructed not to let service technicians or delivery people into your unit, unless they have been hired by River Bluff for contract work. Keep all doors locked at all times. Should you observe any suspicious activity or behavior in your community, contact the Manager or the police. We are not able to accept packages on your behalf, so please make other arrangements to receive packages if you are not home during the day. All major delivery services DO have keys to the exterior buildings of each building and are able to leave packages outside of apartment doors if you so choose. River Bluff is not responsible for any lost or stolen items.

#### **B. Storage Areas and Storage lockers**

Each resident is provided one storage locker. Please use the storage locker marked with your apartment number on it. Residents must provide their own lock for the locker door and keep the locker locked at all times. The storage area is a minimally secured area and valuables should not be stored in the lockers. Management is not responsible for loss of or damage to items including, but not limited to, fire, water damage, or theft. In accordance with the State Fire Code, do not put flammable material or liquids in storage areas or lockers. Do not store items that could create a hazard or danger to other Residents. Do not store anything on or near the furnace or water heater. This could be dangerous. Do not store, possess or use any type of toxic, flammable or illegal substances including fireworks in the unit or anywhere on the property. The term "fireworks" includes, but is not limited to the following: firecrackers, torpedoes, skyrockets, Roman candles, cherry bombs, bottle rockets, M-80s, and sparklers. Failure to follow this section could result in immediate termination.

#### **C. Smoke Detectors**

Smoke detectors beep occasionally because they need cleaning or need new batteries. Contact the Manager if you are having trouble with your smoke detector. **DO NOT REMOVE OR LOOSEN THE COVERS OF ANY SMOKE DETECTOR UNLESS YOU ARE DOING SO TO CHANGE A BATTERY.** If the cover is not firmly attached, the smoke detector cannot perform its function. You must not intentionally disconnect your smoke detector. This will be considered a severe safety hazard and will constitute grounds for termination of your rental agreement. Should there be a problem or fire related to such disconnection, you will be liable for any cost associated with repair.

#### **D. Barbecuing**

Fire codes prohibit barbecuing on balconies, patios, porches, under doorways or under roofing or decks. These regulations must be observed. Common sense goes a long way in barbecuing safely. Barbecue at least 20 feet from the building and never leave coals unattended. Use only a grill with a cover and dispose of charcoal properly. Grills cannot be used inside a unit or inside a garage. If barbecuing techniques are observed to be unsafe, or if they inconvenience neighbors, Management will be required to prohibit barbecuing on an individual basis. Grills may not be used or stored on any second floor apartment deck. We do provide a community grill for all residents' use. It is located in the greenspace behind the 2426 building. **NEVER** dispose of ashes or coals in the dumpster. Please use the bin by the community grill for ash disposal.

### **E. Traffic Speed**

A five-mile-per-hour speed limit must be observed in parking lot and driveway areas. Be exceedingly careful when backing up. The driveways and parking areas can be dangerous. Please do not allow anyone under your control to play in these areas. Children must be supervised by an adult when they are in the common areas. Big wheels, tricycles, sleds, etc., must not be stored on the sidewalks or grounds around the property.

### **F. Holiday Trees**

We strongly recommend that you use an artificial holiday tree. If you choose to have a live holiday tree, please be careful! Electric lights on dry needles create a distinct fire hazard. Bag or wrap your tree when bringing it into the building and before removal. Dispose of your tree as soon as possible after the holiday. Check with Management on holiday tree responsibilities and removal policies and procedures.

### **G. Appliance Use**

Use all appliances, fixtures and equipment in a safe manner and only for the purpose for which they are intended.

### **H. Entering & Exiting Building**

Only permit your guests and visitors to enter the building and do not allow anyone else to follow them through the entry door ("tailgating"). Do not prop open any entry door of any building at the property. Do not use windows as a means to enter or depart from the building except in the case of an emergency. Guests must not knock on windows nor throw any objects at a window to get the attention of a resident. Screens shall not be removed from windows without written permission from Management. Packages or other items may not be passed through windows.

### **I. Hallways & Common Areas**

Building entrances and passages must not be obstructed or used for storage of bicycles, toys, strollers, chairs, etc. Such obstruction is a fire hazard.

## **SECTION 5** **EMERGENCIES/ MAINTENANCE SERVICE**

### **A. Emergency Procedure**

In the event you have an emergency maintenance problem, please call or text (608) 912-0583. You may reach a recording. If so, please leave a message including your name, apartment number, a summary of your emergency and a phone number where we can reach you. You will receive a call back within 15 minutes. In case of physical injury or other personal emergency, contact the police department first, then Management.

### **B. Emergencies**

A real emergency exists when the following occurs on or about the premises:

- Flooding caused by plumbing breakdown.
- Back-up of sewer line.
- Lack of heat in winter or lack of A/C when temp is above 85 degrees.
- Damage caused by wind, storm or fire.
- Serious electrical failure or short circuit.
- Serious personal injury to a Resident or guest.

Any and all of these items must be brought to the Management's attention IMMEDIATELY!

### **C. Maintenance**

Repairs are scheduled by Management and are performed during normal business hours, except for emergencies. To be sure repairs are made in a timely manner, all repair requests must be made in writing through your resident portal. If you do not have access to a computer, you may mail a written request to River Bluff 2501 32nd Street S. #7 La Crosse, WI 54601. Please do NOT tell a maintenance person or manager walking through the building your maintenance request. After your work order has been received, such a maintenance request will be deemed permission to enter the unit to complete the work. Neither the maintenance person nor the Manager will be required to contact you to arrange a specific time to enter your unit, but we will strive to work around your specific time requests.

### **D. Plunger**

You will need to keep a plunger on hand in the event your bathroom toilet should clog. If maintenance or a plumber is summoned merely to unclog a toilet, that expense will be charged back to you. If you have tried plunging your toilet and it still will not flush, then call Management.

### **E. Light Bulbs**

Light bulb replacement is your responsibility. We strongly recommend using energy-efficient bulbs in all fixtures. This will not only save you money on your electric bill, but it is better for the environment as well.

### **F. Air Conditioners**

Residents must use air-conditioning in a reasonable manner and should clean the air filter at least once a month during warmer months (filter may be removed and rinsed in the sink with warm soapy water).

### **G. Decorating**

You must obtain written permission from management before making repairs, modifications or improvements to the unit. When you move from the unit, all modifications or improvements shall become the property of the owner. Use small nails not "stick on" hangers when hanging pictures or other objects on the wall. Do not put hooks in the ceiling. Painting or installing curtain rods may not be done without permission of the Manager. The unit must be left in its original condition at the time you move out. Wallpapering and contact paper on the wall is not allowed. You will be charged an hourly rate for wallpaper / border removal.

### **H. Grounds Maintenance**

Grass cutting is not a resident responsibility. However, you will be expected to keep the grounds clean and to remove snow from your private patio / deck if you desire to do so. Continued negligence of the grounds is considered a reason to terminate the lease.

### **I. What to do in case of a Building Emergency**

In case of an emergency, please refer to the following:

- Be aware of the exit doors in your building. Know where they are and know the closest stairway to your door.
- FIRE: In case of a fire, the following are suggestions based on information from the National Fire Protection Association.
  - Maintain the smoke detectors. Do not disconnect or disable the smoke detectors which are installed in your home.
  - Make an escape plan in case of fire. Plan two ways out. (Example) stairways, windows. Be sure you can unlock locks quickly. Use the stairway to leave the building. Make sure in advance that you do not have furniture or other items blocking either escape route.
  - Get out fast. Call the fire department after you are out of the building.



- Meet at the front of the building where the fire department will arrive. Report to the person in charge so that all building residents can be accounted for.
- Do not re-enter the building until the fire department approves re-entry.

If you are in the building and suspect a fire, following the following precautions:

- Crawl low, under the smoke. Smoke contains gases and is hot so it will fill the room at the top first. If you must exit through smoke, crawl to the nearest exit.
- Test Doors before opening to make sure there is no fire on the other side. Test all areas of the door. If it feels cool, exit. If possible, close the door behind you to slow the spread of smoke or fire.
- If it is safe to exit, cover your nose and mouth with a moist cloth and exit quickly.
- If you cannot exit, close the doors between you and the fire. Stuff the cracks around the door. Place a light colored cloth out of the window to alert the fire department. Stay at the window to allow exiting from the window with the assistance of the fire department.
- Only open windows to let in some fresh air, not enough to change the air pressure so that smoke enters from outside the room. If smoke enters, close the windows.

TO AVOID FIRES:

- DO NOT SMOKE IN BED.
- CHECK FOR FRAYED OR HOT WIRES OR ELECTRICAL CORDS. DO NOT USE THEM UNTIL REPAIRED
- KEEP CLOTHING FROM COMING IN CONTACT WITH A FLAME OR HEATING ELEMENT. DO NOT WEAR LOOSE FITTING CLOTHES WHILE COOKING.
- DO NOT LEAVE FOOD COOKING ON THE STOVE WHEN YOU LEAVE YOUR HOME OR GO TO SLEEP.
- DO NOT DISCONNECT SMOKE DETECTORS.
- KNOW WHERE YOUR FIRE EXTINGUISHER IS AND KNOW HOW TO USE IT.
- DO NOT STORE FLAMMABLE SUBSTANCES IN THE BUILDING.
- DO NOT USE YOUR STOVE OR OVEN TO "HEAT" YOUR APARTMENT

TORNADO: In case of a tornado, go to the lowest level of the building. Stay away from windows - most of the laundry rooms or storage rooms on the first floor are windowless. Stay on the lower level until the threat of the storm has passed.

## **SECTION 6**

### **ENERGY CONSERVATION AND UTILITIES**

River Bluff Apartment Homes seeks to minimize the environmental impact of our apartment community and create a happy, healthy, environmentally-friendly place to live. We strive to meet this goal by focusing on the following areas: energy and water efficiency, recycling and waste reduction, indoor air quality, "Green" operations and maintenance, and Resident education. For a detailed description of steps we've taken as a community to "go green", please visit our website at [www.riverbluffapartments.com](http://www.riverbluffapartments.com).

#### **A. Energy Conservation**

Energy conservation results in lower utility bills which benefits both you and the owner, regardless of who pays the utilities. Energy conservation is also consistent with our nation's goals. Please help by turning off lights, closing and locking windows, and properly adjusting thermostats.

## **B. Heating**

Please keep the following energy conservation measures in mind: During the heating season, we recommend you keep your thermostats turned to a reasonable level. Be sure your windows and doors are closed. Pipes may freeze and break if a window is left open or heat is turned off in your apartment. We appreciate your help with energy conservation.

## **C. Garbage Removal**

All garbage must be tied in plastic bags and put into the trash containers. Garbage must not be left in the laundry rooms, outside buildings, on your patio/deck, or in the hallways. Please use the receptacle provided by the trash removal company. Please note that any additional items i.e. Christmas trees, furniture, etc. are your responsibility. Any large item must be deposited NEXT TO the dumpster. TVs, Monitors, Microwaves and other appliances must be recycled. If an additional collection fee is charged for the pick-up of furniture or appliances, etc., you will be charged individually. It is important that only individuals who can reach the top of the trash container carry out the trash.

Recycling is so important! Please recycle in the containers provided. Please do not litter the grounds or common areas. Littering may be grounds for termination of your lease if you do it persistently.

## **D. Compost Pile**

To further our effort to be environmentally responsible as an apartment community, we have a compost pile for the property. It is located behind the maintenance garage, near the garden area. If you do plan to take advantage of composting, please make sure you read what may and may not be put in the pile. Please feel free to email us with any questions or concerns you have about composting. We also encourage you to check out the website [www.howtocompost.org](http://www.howtocompost.org). One of the great aspects of composting is that the key ingredients are often things that you'd be tempted to throw away. So with just a little effort, you can contribute less to the trash stream!

Compost is simply decomposed organic material. While composting may seem mysterious or complicated, it's really a very simple and natural process that continuously occurs in nature, often without any assistance from mankind. If you've ever walked in the woods, you've experienced compost in its most natural setting. Both living plants and annual plants that die at the end of the season are consumed by animals of all sizes, from larger mammals, birds, and rodents to worms, insects, and microscopic organisms. The result of this natural cycle is compost, a combination of digested and undigested food that is left on the forest floor to create rich, usually soft, sweet-smelling soil. Backyard composting is the intentional and managed decomposition of organic materials for the production of compost, that magical soil enhancer. Compost is created when you provide the right mixture of key ingredients for the millions of microorganisms that do the dirty work. These microorganisms will eat, multiply, and convert raw materials to compost as long as the environment is right. Food for your little micro friends consists of two classes of materials, simply referred to as "Greens" and "Browns." Green materials are high in nitrogen, while brown materials are high in carbon. The green materials provide protein for the micro bugs, while the brown materials provide energy.

Typical green materials are:

- Fresh (green) Grass clippings
- Fresh manure (horse, chicken, rabbit, cow)
- Kitchen scraps (fruit, vegetables, coffee grounds, tea bags)
- Weeds
- Green leaves
- Leftover fruits from the garden

Typical brown materials include:

- Brown, dry leaves
- Dried grass
- Cornstalks (shredded)
- Straw
- Sawdust (in moderation; see below)

WHAT NOT TO DO:

DON'T add these ingredients to the compost Pile:

- Sawdust – Because of its very high carbon content, and its very small particle size, sawdust can overwhelm a compost pile. But, it can also be quite useful if you have an overload of green material.
- Wood Shavings, Chips, and Bark – Like sawdust, the carbon content can overwhelm and shut down an otherwise good compost mix.

#### **E. Smoking**

Smoking is prohibited inside apartments and any indoor area at River Bluff. It is also prohibited at or outside any main entrances to the buildings. You may smoke on your own deck or patio provided it does not become a nuisance for your neighbors (smoke drifting in through their windows, etc). If it does become a problem for neighbors, you will be asked to smoke 20 feet away from the building. Residents who choose to smoke outdoors must provide an ashtray for cigarette butts. Any damage caused by or related to cigarette, pipe, cigar, smoking or the burning of candles or incense shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or costs for cleaning or repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the carpet and/or pads. All residents will have to sign a smoke-free addendum, which becomes part of the Rental Agreement.

#### **F. Common Garden Area**

A garden area will be set up each Spring / Summer for any residents interested in tending their own personal garden. There may be a fee which covers water and roto-tilling for your plot. Notice of sign-up period will be sent through the resident portal early each Spring.

#### **G. Laundry Room**

All residents are expected to clean up after themselves when finished using the laundry room. This includes wiping out the washing machine, removing lint from the dryer and depositing debris in garbage cans provided.

## **SECTION 7** **HOUSEHOLD TIPS**

#### **A. Wall Hangings**

Pictures, mirrors, etc. may be hung with appropriate hanging nails. Large nails, glue/tape, and hanging lamp/plant holders are not allowed. We do not allow holes to be made in doors/frames, cabinets, or windows.

#### **B. Carpeting**

Carpets are normally cleaned before Residents move-in. Any cleaning of carpeting during Residents' occupancy is their responsibility.

**C. Toilets**

Do not flush “flushable” wipes or regular wipes, paper toweling, sanitary napkins, tampons, razor blades, bottle caps, or diapers. These could cause a clogged sewer drain. We also ask that you do not use the blue toilet cleaning tablets (the kind you would drop in the tank) because these cause a thick, sludge build-up in the tanks and lines.

**D. Bathroom: Fiberglass Tubs & Showers**

Fiberglass tubs and showers can be severely damaged if abrasive cleaners are used. Use only non-abrasive cleaners on this type of fixture. Products tell you on the package whether they are safe. Damage to fiberglass will be charged to residents.

**E. Kitchen Appliances & Counters**

Stoves and refrigerators need regular cleaning. Refrigerators should be wiped out regularly. Clean your oven regularly - please do not use oven cleaner chemicals in a self-cleaning oven - it will damage the enamel. Spills should be wiped out as they occur. Build-up of spills can cause fires in ovens or under burners. Wipe-up grease spills regularly. Do Not cut directly on your counter top; use a cutting board. Damages to counters will be charged to residents.

**F. Carpet & Floor Upkeep**

Vacuum carpet at least weekly. Using a broom to sweep the carpet is not sufficient. Ground-in dirt resulting from infrequent vacuuming shall be considered damage beyond ordinary wear and tear, and you will be responsible for such damage, which could include replacement of the carpet throughout the entire apartment if damage is severe. Wash bathroom tiles and kitchen linoleum with mild cleaners. DO NOT wax no-wax vinyl flooring.

**G. Ceiling & Floor Damage**

Immediately report any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling or floor to the Manager.

Residents and their visitors must not damage or disturb any part of the ceiling or floor in their unit in any way, including but not limited to: drilling and/or installing hooks, nails or other hardware in the ceiling; hanging plants, lights or any other object from the ceiling; allowing water to accumulate on the floor; or painting, repairing or making improvements to them.

Any damage the resident or resident's visitor causes to the ceiling or floor, including, but not limited to, damage caused by violation of the above, shall not constitute ordinary wear and tear. The resident shall be responsible for reimbursing the cost of repairing damage to the ceiling or floor for any damages that result as the consequence of the resident's action.

## **SECTION 8**

### **VEHICLES, PARKING AND GARAGES**

In your community, rules are necessary to keep vehicles from creating a danger and/or nuisance to Management and Residents alike.

#### **A. Maintenance**

No one is allowed to change engine oil on the premises. No major automobile repairs may be done within the garages, parking areas or confines of the property. Residents will be charged for any damages and clean-up related to vehicle rule violations (this includes oil leaks from parked cars).

#### **B. Garages**

If you should choose to use a garage on the property, please keep your garage door closed and locked at all times to protect not only your property but that of the other residents using the neighboring garages. Garage electricity must not be used for any other purpose than lighting or the occasional use of a battery charger. If you are found to be using more electricity than this for your garage, you may be charged an electricity fee in addition to your regular monthly rent. The minimum fee is \$20, and may be adjusted /charged at the Owner's discretion. Car engine heaters may not be plugged in because they draw too many amps and will blow the fuses to all garages. The garage interior must be kept in a clean and sanitary condition, free from trash and debris. No alterations or painting of garages are permitted. Pets and other living beings may not be housed in the garages. As with other storage areas on the property, Management is not responsible for loss of or damage to items, including, but not limited to, fire, water damage, or theft. In accordance with the State Fire Codes, do not put flammable material or liquids in your garage. Do not store items that could create a hazard or danger to other Residents. Do not store, possess or use any type of toxic, flammable or illegal substances including fireworks in the unit or anywhere on the property. The term "fireworks" includes, but is not limited to the following: firecrackers, torpedoes, skyrockets, Roman candles, cherry bombs, bottle rockets, M-80s, and sparklers. Failure to follow this section could result in immediate termination.

#### **C. Parking**

We have a limited amount of parking at River Bluff and so the following parking policies are strictly enforced to insure there is parking available for all residents. Parking in the lots is reserved for resident vehicles only and is limited to ONE car per driving adult in the household. For example, if you have two adults in the household, you are entitled to two parking spots. If you have more vehicles than this, they must be parked on the street, not in the lot. To help enforce this policy, each household will be issued one parking permit per leaseholder vehicle registered with the management office. Please do not ask for extra permits for guests. We will not issue parking permits for anyone besides an authorized leaseholder. Please have visitors park on the street, unless they have a state-issued handicap accessible parking permit, in which case they are welcome to use the designated parking stalls in the lot. Any vehicle parked in the lots without a proper permit displayed will be subject to being towed without further warning. Only operable vehicles may be parked in the areas provided. Inoperable vehicles will be towed at owner's expense. At no time may any boats, recreational vehicles or trailers be parked in the spaces provided for parking.

Spaces marked "Reserved" are grandfathered in from the previous management. Please respect these spaces and do not park in them. We no longer offer reserved parking. If you would like to request a reasonable accommodation due to health reasons or handicap for example, you are welcome to do so. Management will post notices through the resident portal system when Residents must relocate or move cars for resurfacing, striping, etc.. If you do not comply with such notices, your vehicle will be subject to towing at your expense.

## **Snow Removal & Parking**

Generally, the parking lot will be plowed following a snow fall in excess of 2 inches after the snowfall has stopped. Paths and stalls will be cleared as best as possible, but residents are generally not required to move their vehicle by a certain time. HOWEVER, for SIGNIFICANT snowfalls - those in excess of 6 inches - Residents must observe the following:

- a) Whenever snowfall equals or exceeds approx. 6 inches, please move vehicles out of the parking lot within a specified time after the snowfall has stopped. The specified time will be posted through the resident portal system.
- b) Vehicles which fail to comply with this policy are subject to towing without further notice at their own expense.
- c) Any vehicle remaining in the lot prior to and during the snowplow's attempt to clear the lot (any vehicle which should have been towed but didn't get towed) will become fully responsible for any cost associated with moving/clearing remaining snow.
- d) Residents are responsible for observing city snow emergencies directing them as to when and where they can safely park on city streets.
- e) Vehicles are not allowed to park and block the passage through the main thoroughfare of the parking lot.
- f) Vehicles are not allowed to park in front of garages unless it is for the purpose of unloading people or packages, in which case, parking cannot exceed 15 minutes.
- g) Vehicles are not to be driven or parked on lawn areas for any reason.

The only exception to the above procedures is in the case of excessive snowfall. Excessive snowfall is defined as snowfall that is so excessive at any one given time that the City plows are unable to promptly clear city streets and travel is not possible in most cases. Should this occur, residents will need to remain parked in the lot following the end of the snowfall until:

- a) City streets have been cleared.
- b) The snowplow has completed a sweep through the parking lot.
- c) Once both city streets are clear and initial sweep-through of lot has occurred, residents are responsible for removing their vehicles from the lot, so that a complete clean-out can occur. Please notify Management if you plan to vacation during the winter season and plan to leave a vehicle in the parking lot area. Arrangements will need to be made to move the vehicle for snow removal.

**ACKNOWLEDGEMENT**

I (we) hereby acknowledge that I (we) have been notified of where to find a digital copy of the River Bluff Resident Handbook (on the website [www.riverbluffapartments.com](http://www.riverbluffapartments.com)) and I (we) understand that I (we) must abide by the handbook guidelines. I (we) further acknowledge that we may request a hard copy of the handbook at any time.

Unit Number: sample

Acknowledged and Agreed:

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

DocuSigned by:  
*Sample*  
\_\_\_\_\_  
Landlord/Agent for Owner Signature

\_\_\_\_\_  
4/21/2022  
\_\_\_\_\_  
Date

# Experience the next level of online entertainment with **CenturyLink® Fiber Internet.**



CenturyLink proudly brings your community the speed it needs. Welcome to your CenturyLink Connected Community at River Bluff Apartments.

855.891.4077  
[centurylink.com/internet](http://centurylink.com/internet)  
Referral Code: CON400659



CenturyLink technology (including Fiber), services, features, and offers are not available everywhere and may vary by multi-dwelling unit property. Residential customers only. Credit check, deposit or prepayment with a credit or debit card may be required. Month-to-month (referred to as "no contract") service means no term commitment and may be cancelled at any time without an early termination fee but customer must accept High-Speed Internet Subscriber Agreement prior to using service (see [centurylink.com/legal](http://centurylink.com/legal)). CenturyLink may change, cancel, or substitute offers and services, or vary them by service area, at its sole discretion without notice. All products and services listed are governed by tariffs, terms of service, or terms and conditions posted at [centurylink.com/terms](http://centurylink.com/terms). **Secure WiFi:** If your modem includes the Secure WiFi feature, it should begin working within 72 hours of activating as long as you fully install it and leave it plugged in. Altering modem settings may disable Secure WiFi, as will Internet connection issues. If you are unsure whether Secure WiFi is working, contact us. Restrictions apply. © 2020 CenturyLink. All Rights Reserved.

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## NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your landlord may assess and might withhold from your security deposit.

Name of Tenant/s:

Address:

sample

### Security Deposit Deductions

1.  **LATE FEE:** A late fee \$ 50.00 will be assessed as set forth in the rental agreement upon all late rental payments. These fees may be deducted from tenant's security deposit. Tenant shall incur a late fee of \$50.00 if rent is not received by the 5<sup>th</sup> day of the month.
2.  **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by tenant is returned unpaid due to insufficient funds or for any other reason tenant will be charged a fee of \$50.00 per instance. If landlord incurs any other costs or fees as a result of tenant's payment being returned due to insufficient funds or for any other reason, tenant will also be responsible for the actual costs incurred by landlord as a result. These fees and costs may be deducted from tenant's security deposit.
3.  **GARBAGE/TRASH REMOVAL:** If tenant leaves garbage or trash in hallway, outside of door of unit, or in any other common areas of building or yard which is not designated for the deposit of garbage or trash, tenant will be assessed a fee of \$20.00 plus the actual costs incurred by landlord to remove the garbage or trash. These fees and costs may be deducted from tenant's security deposit.
4.  **FAILURE TO PERMIT ACCESS TO UNIT:** If tenant fails to permit access to unit by landlord, after landlord has properly complied with all notice provision set forth in chapter 704 of Wisconsin Statutes and chapter ATCP 134 of the Wisconsin Administrative Code, tenant will be assessed a fee of \$50.00 for each instance that tenant denies landlord access. Tenant will also be liable for any damages or costs incurred by landlord as a result of tenant's failure to allow landlord access to unit. These fees and costs may be deducted from tenant's security deposit.
5.  **RETURN OF KEYS/GARAGE DOOR OPENER:** If tenant fails to return all keys and garage door openers provided by landlord when vacating, then tenant will be assessed a fee of \$25 per key missing. This includes all keys, including but not limited to, mailbox and garage keys. These fees may be deducted from tenant's security deposit.
6.  **DAMAGE TO UNIT:** Tenant is not allowed to make any modifications to unit without the written consent of landlord as set forth in the Rental Agreement. If tenant makes modifications to unit without the written consent of landlord then tenant will be charged the actual cost to return the unit to its original condition. These amounts may be deducted from tenant's security deposit.
7.  **PET OR COMPANION ANIMAL DAMAGE:** Tenant acknowledges that fumigation and / or exterminating upon surrender of the premises may be a necessary expense of having a pet or companion animal on the premises. In the event a pet or companion animal enters the premises at any time, for any length of time during the tenancy, said expense is considered damage beyond normal wear and tear as defined in Wisconsin Administrative Code, ATCP134.06(3). Tenant agrees to pay costs of said fumigation and / or exterminating if it is needed upon surrender of premises. These amounts may be deducted from tenant's security deposit.
8.  **PATIOS AND DECKS:** Patios / Decks and the outside grounds must not be used for **storage**. You may dry laundry but it must be brought in within 24 hours. Indoor furniture, toys, bicycles, skateboards, etc., must not be left outside overnight. Patios and decks will not be misused, cluttered, or unsightly in appearance. All patios and decks will be subject to review by management. Any patio or deck deemed by management to be inappropriate can and will be subject to a fine of \$50.00. These fees and costs may be deducted from tenant's security deposit.

Resident agrees to abide by lockout policy in Section 3, Letter I of the Resident Handbook.

9. **LOCKS / LOCKOUTS:** ~~Tenant will be charged \$50.00 for each separate lock replacement due to their negligence or personal request. Tenants who are habitually locked out of their residence and ask for reentry during regular office hours will be charged a service fee of \$25.00 for the second time and each time afterward. For entry after regular business hours, Tenant will be charged a lock-out service fee of \$50.00, plus any costs associated with changing locks.~~ These fees and costs may be deducted from tenant's security deposit.
10. **GARAGE ELECTRICITY:** Garage electricity must not be used for any other purpose than lighting or the occasional use of a battery charger. If tenant is found to be using more electricity than this for their garage, Tenant will be charged an electricity fee in addition to your regular monthly rent. The minimum fee is \$20, and may be adjusted / charged at the Landlord's discretion. These fees and costs may be deducted from tenant's security deposit.
11. **FAILURE TO VACATE ON TIME:** If Tenant fails to vacate apartment by the date and time indicated by Tenant's written notice, Tenant will be charged \$50 per day as rent and damages until Tenant vacates the apartment properly. These fees and costs may be deducted from tenant's security deposit.
12. **EXTERMINATING FEES:** If at any time during your tenancy of this apartment and/or building we find lice, bedbugs, rodents, fleas or any other nuisance pest that is a direct cause of you occupying the premise, you will be responsible for the costs of extermination throughout your apartment and the entire building, if necessary, and any other repairs necessary to bring the premise back to before infestation state. These fees and costs may be deducted from tenant's security deposit.
13. **SMOKE-FREE APARTMENT:** Smoking is prohibited inside apartments and any indoor area at River Bluff. It is also prohibited at or outside any main entrances to the buildings. You may smoke on your own deck or patio provided it does not become a nuisance for your neighbors (smoke drifting in through their windows, etc). If it does become a problem for neighbors, you will be asked to smoke 20 feet away from the building. Residents who choose to smoke outdoors must provide an ashtray for cigarette butts. Any damage caused by or related to cigarette, pipe, cigar, smoking or the burning of candles or incense shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or costs for cleaning or repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the carpet and/or pads. All resident will have to sign a smoke-free addendum, which becomes part of the Rental Agreement.
14. **SNOWFALL:** Resident will abide by the snow removal policy in the Resident Handbook. Tenant will become fully responsible for any cost associated with not removing vehicles according to the policy, or for snow removal resulting from not moving vehicle in accordance with the policy as laid out in the handbook. These fees and costs may be deducted from tenant's security deposit.

#### Miscellaneous Matters

15. **NOTICE OF CHANGE OF PERSONS AUTHORIZED TO COLLECT RENT, MANAGE PREMISES, AND ACCEPT SERVICE OF LEGAL PROCESS:** In the rental agreement landlord has identified the name and address of person/s authorized to collect rent, manage and maintain the premises, and person/s authorized to accept service of legal process and other notices or demands on behalf of the owner. If those identified persons should change or have a change of address, landlord will provide you with written notice of the changes within ten (10) business days after the change occurs.

16. **TIMING FOR RETURN OF SECURITY DEPOSIT:** Landlord will mail to tenant the full amount of any security deposit paid by tenant, less any amounts that are legally withheld, within 21 days after any of the following: (a) if the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates, (b) if tenant vacates the premises before the termination of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord re-rents the premises before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins, (c) if the tenant vacates the premises after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises, (d) if the tenant is evicted, the date on which a writ of restitution is executed or the date on which the landlord learns that the tenant has vacated the premises, whichever comes first.
17. **FAILURE TO LEAVE FORWARDING ADDRESS:** If tenant leaves the premises without providing landlord with a forwarding address then landlord is allowed to send any and all notices or communications to tenant by mail to tenant's last known address.
18. **PRORATED RENT:** Tenant's pro rated share of rent for the month of  is \$
19. **HOMESTEAD EXEMPTION FORMS:** Tenant acknowledges Landlord does not automatically prepare Wisconsin Homestead Exemption forms unless specifically notified by Tenant for each tax year.
20. **LANDLORD'S ACCESS TO UNIT:** Landlord may enter tenant's unit at reasonable times and upon proper advance notice for any of the following reasons: (a) to inspect the premises, (b) to make repairs, or (c) to show the premises to prospective tenants or purchasers. Landlord may enter the unit for the amount of time reasonably required to complete the above. Advance notice means at least twelve (12) hours notice unless tenant, upon being notified of the proposed entry, consents to a shorter time period. The above does not apply to landlord's entry of tenant's unit if any of the following apply: (a) tenant, knowing the proposed time of entry, requests or consents in advance to the entry, (b) a health or safety emergency exists, (c) tenant is absent from the unit and landlord reasonably believes that entry to the unit is necessary to protect the premises from damage. Landlord will announce his/her presence to persons who may be present in the unit and landlord will identify himself/herself upon request.
21. **ABANDONED PROPERTY:** Landlord will not store any items of personal property that tenant leaves behind when tenant vacates, except for prescription medication or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If tenant abandons a manufactured or mobile home or a titled vehicle, landlord will give tenant and any other secured party that landlord is aware of, written notice of intent to dispose of the property by personal service, regular mail, or certified mail to tenant's last known address, prior to disposal.
22. **WIRELESS INTERNET:** Tenants and their guests may not use River Bluff Apartment Homes' wireless internet resources to violate local, state or federal laws. Tenants and their guests are responsible for any and all firewall, anti virus and any other software or device to protect from hackers, viruses, etc. The tenant assumes total responsibility and risk for the use of the wireless service and the Internet.
23. **PARKING PERMITS:** Tenants are issued one parking permit per lease-holding adult who owns a vehicle. If permit is not returned upon move-out or if it is damaged, tenant will be charged a replacement fee of \$10 per permit. These fees may be deducted from tenant's security deposit.
24. **LED LIGHTBULBS:** Landlord has outfitted the apartment with energy-efficient LED light bulbs in every fixture. There must be only LED bulbs in the fixtures when tenant moves out. If there is a fixture missing an LED bulb, tenant will be charged a replacement fee of \$7 per bulb. These fees may be deducted from tenant's security deposit.

25. **ELECTRONIC COMMUNICATION:** Landlord provides all written communication and forms electronically. This includes the electronic signing of lease forms and renewals. Electronic documents are exactly like paper documents, only in electronic format (pdf) through email. Tenants are able to download the documents and save them directly to their computer. Electronic documents are legally binding, just like standard paper documents. They are acceptable for tax and legal proceedings. Tenant understands all future communication from River Bluff, including but not limited to renewals and leases, are to be delivered electronically. Tenant's email address is:  
sample

Tenant would also like a copy emailed to:  
\_\_\_\_\_

If tenant does not communicate electronically, all notices and forms will be printed and mailed via US mail. These printed notices will NOT be delivered to tenant's door, due to privacy laws.

Tenant acknowledges that the landlord or his/her agent has specifically identified and discussed each nonstandard rental provision with the tenant prior to entering into a rental agreement. Tenant agrees to each and every nonstandard rental provision above that has been individually initialed by the tenant and which has not been intentionally stricken.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Tenant)

DocuSigned by:  
Sample  
8439E836F557425... (Owner / Agent for Owner)

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road Madison, Wisconsin 53704

**SMOKE AND CARBON MONOXIDE DETECTORS**

1 This Notice is given with respect to the residential lease, rental contract or tenancy with respect to the Premises at \_\_\_\_\_  
2 sample  
3 \_\_\_\_\_ (state address and apartment/unit/room number).

*Smoke kills more people in residential fires than the flames. Smoke alarms detect the presence of smoke even before you can see it or smell it, especially when flames might not be in your line of sight.*

4 **SMOKE DETECTORS:** The building owner (Landlord) shall install functional smoke detectors in the Premises and in  
5 any common areas, as required by law. If the occupant of such Premises (Tenant), or any government inspector, gives  
6 written notice to Landlord that a smoke detector is not functional, Landlord shall provide, within 5 days after receipt of  
7 the notice, any maintenance necessary to make that smoke detector functional.

8 **Tenant Responsibilities:** Tenant shall maintain the smoke detectors in the Premises. Upon discovery that a smoke  
9 detector in the Premises requires maintenance, Tenant agrees to immediately either provide any maintenance  
10 necessary to make that smoke detector functional or provide Landlord with written notice regarding the required  
11 maintenance.

*Carbon monoxide is a gas created by incomplete burning of fuels. Carbon monoxide is colorless, odorless and tasteless, but highly toxic. It can build up over time, with unrecognized symptoms such as headaches, nausea, disorientation, or irritability eventually building to unconsciousness and fatal poisoning. Carbon monoxide alarms warn of the gas before it reaches dangerous levels. Examples of some carbon monoxide sources are garages, heaters, fireplaces, furnaces, appliances or cooking sources using coal, wood, oil, kerosene, or other fuels. Electric appliances are not carbon monoxide sources.*

12 ~~**CARBON MONOXIDE DETECTORS:** The building owner (Landlord) shall install functional carbon monoxide (CO)~~  
13 ~~detectors in the Premises and in any common areas, as required by law. Any CO detectors in the Premises shall be~~  
14 ~~maintained by Landlord if the Premises is in a building with three or more units. If the occupant of such Premises~~  
15 ~~(Tenant), or any government inspector, gives written notice to Landlord that a CO detector is not functional or has been~~  
16 ~~removed, the Landlord shall repair or replace the nonfunctional or missing CO detector within 5 days after receipt of the~~  
17 ~~notice.~~

18 ~~**Tenant Responsibilities:** shall maintain the CO detectors in the Premises if the Premises is in a one or 2-~~  
19 ~~family dwelling. Upon discovery that a CO detector in the Premises requires maintenance, Tenant agrees to~~  
20 ~~immediately either provide any maintenance necessary to make that CO detector functional (if in a one or 2 family~~  
21 ~~dwelling) or provide Landlord with written notice regarding the required maintenance.~~

22 **READING/UNDERSTANDING:** By signing and dating below, each Tenant acknowledges they have received and  
23 carefully read this Notice.

24 (X) \_\_\_\_\_  
25 Tenant's Signature ▲ Print Name ► Date ▲

26 (X) \_\_\_\_\_  
27 Tenant's Signature ▲ Print Name ► Date ▲

28 (X) \_\_\_\_\_  
29 Tenant's Signature ▲ Print Name ► Date ▲

30 (X) \_\_\_\_\_  
31 Tenant's Signature ▲ Print Name ► Date ▲

32 (X)  \_\_\_\_\_ 4/21/2022  
33 Landlord/Agent's Signature ▲ Print Name Here ► sample Date ▲

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

**EXCERPTS FROM SMOKE AND CARBON MONOXIDE DETECTOR STATUTES**

- 34 **Smoke Detectors for Residential Buildings with Three or More Residential Units -- Wis. Stat. § 101.145 Smoke detectors.**  
 35 **(2) APPROVAL.** A smoke detector required under this section shall be approved by Underwriters Laboratories, Inc. or an independent product  
 36 safety certification organization.
- 37 **(3) INSTALLATION AND MAINTENANCE.** (a) The owner of a residential building shall install any smoke detector required under this section according  
 38 to the directions and specifications of the manufacturer of the smoke detector.  
 39 (b) The owner of a residential building shall maintain any such smoke detector that is located in a common area of that residential building.  
 40 (c) The occupant of a unit in a residential building shall maintain any smoke detector in that unit, except that if an occupant who is not an owner,  
 41 or a state, county, city, village or town officer, agent or employee charged under statute or municipal ordinance with powers or duties involving  
 42 inspection of real or personal property, gives written notice to the owner that a smoke detector in the unit is not functional the owner shall provide,  
 43 within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.
- 44 **(4) REQUIREMENT.** The owner of a residential building the initial construction of which is commenced before, on or after May 23, 1978, shall  
 45 install and maintain a functional smoke detector in the basement and at the head of any stairway on each floor level of the building and shall  
 46 install a functional smoke detector either in each sleeping area of each unit or elsewhere in the unit within 6 feet of each sleeping area and not in a  
 47 kitchen.
- 48 **Smoke Detectors for One- and 2-Family Dwellings -- Wis. Stat. § 101.645 Smoke detectors.**  
 49 **(2) APPROVAL AND INSTALLATION.** A smoke detector required under this section shall be approved and installed as required under s. 101.145(2)  
 50 and (3)(a). See lines 35-38 above, and "Smoke Detectors Save Lives: One and Two Family Dwellings," at  
 51 <https://dps.wi.gov/Documents/Programs/SmokeAlarms12FamilyHomes.pdf>.
- 52 **(3) REQUIREMENT.** The owner of a dwelling shall install a functional smoke detector in the basement of the dwelling and on each floor level except  
 53 the attic or storage area of each dwelling unit. The occupant of such a dwelling unit shall maintain any smoke detector in that unit, except that if  
 54 any occupant who is not the owner, or any state, county, city, village or town officer, agent or employee charged under statute or municipal  
 55 ordinance with powers or duties involving inspection of real or personal property, gives written notice to the owner that the smoke detector is not  
 56 functional the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.
- 57 **Carbon Monoxide Detectors for Residential Buildings with Three or More Residential Units -- Wis. Stat. § 101.149 Carbon  
 58 monoxide detectors.**  
 59 **(2) INSTALLATION REQUIREMENTS.** Review the statutory installation requirements at <https://docs.legis.wisconsin.gov/statutes/statutes/101/1/149>,  
 60 the Wis. Admin. Code § SPS 362.0915 rules at  
 61 [https://docs.legis.wisconsin.gov/code/admin\\_code/sps/safety\\_and\\_buildings\\_and\\_environment/361\\_366/362/0915](https://docs.legis.wisconsin.gov/code/admin_code/sps/safety_and_buildings_and_environment/361_366/362/0915) and Carbon Monoxide Detector  
 62 Locations at <https://dps.wi.gov/Documents/Programs/CommercialBuildings/MinimumCarbonMonoxideDetectorLocations.pdf>.
- 63 **(3) MAINTENANCE REQUIREMENTS.** (a) The owner of a residential building shall reasonably maintain every carbon monoxide detector in the  
 64 residential building in the manner specified in the instructions for the carbon monoxide detector.  
 65 **(am)** If any person certified under s. 101.12 (4) or 101.14 (4r) [fire inspectors] gives written notice to an owner of a residential building that a  
 66 carbon monoxide detector in the residential building is not functional, the owner shall provide, within 5 days after receipt of that notice, any  
 67 maintenance necessary to make that carbon monoxide detector functional.  
 68 (b) An occupant of a unit in a residential building may give the owner of the residential building written notice that a carbon monoxide detector in  
 69 the residential building is not functional or has been removed by a person other than the occupant. The owner of the residential building shall  
 70 repair or replace the nonfunctional or missing carbon monoxide detector within 5 days after receipt of the notice.
- 71 **(4) TAMPERING PROHIBITED.** No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide  
 72 detector, except in the course of inspection, maintenance, or replacement of the detector.
- 73 **(5) EXCEPTIONS.** Subsections (2) and (3) do not apply to the owner of a residential building if the residential building satisfies any of the  
 74 following:  
 75 **(b)** All of the fuel-burning appliances in the residential building have sealed combustion units that are covered by the manufacturer's warranty  
 76 against defects.  
 77 **(c)** All of the fuel-burning appliances in the residential building have sealed combustion units that are inspected as provided in the rules  
 78 promulgated by the department under sub. (6)(b) or in the rules promulgated by the department under s. 97.625(1)(am).
- 79 **Carbon Monoxide Detectors for One- and 2-Family Dwellings -- Wis. Stat. § 101.647 Carbon monoxide detectors.**  
 80 **(2) INSTALLATION AND SAFETY CERTIFICATION.** The owner of a dwelling shall install any carbon monoxide detector required under this section  
 81 according to the directions and specifications of the manufacturer of the carbon monoxide detector. A carbon monoxide detector required under  
 82 this section shall bear an Underwriters Laboratories, Inc., listing mark and may be a device that is combined with a smoke detector.
- 83 **(3) REQUIREMENTS.** (a) The owner of a dwelling shall install a functional carbon monoxide detector in the basement of the dwelling and on each  
 84 floor level except the attic, garage, or storage area of each dwelling unit. A carbon monoxide detector wired to the dwelling's electrical wiring  
 85 system shall have a backup battery power supply. Except as provided under par. (b), the occupant of the dwelling unit shall maintain any carbon  
 86 monoxide detector in that unit. This paragraph does not apply to the owner of a dwelling that has no attached garage, no fireplace, and no  
 87 fuel-burning appliance.  
 88 **(am)1.** If the building permit for the initial construction of a dwelling was issued on or after February 1, 2011, and the electrical service for the  
 89 dwelling is provided by a public utility, as defined in s. 196.01(5), the owner of the dwelling shall install each carbon monoxide detector required  
 90 under par. (a) so that it is powered by the dwelling's electrical wiring system, except as provided under subd. 2.  
 91 **2.** The requirement that each carbon monoxide detector be installed in the manner provided under subd. 1. does not apply to a dwelling if the  
 92 dwelling, when initially constructed, had no attached garage, no fireplace, and no fuel-burning appliance.  
 93 (b) If any occupant who is not the owner of a dwelling, or any person authorized by state law or by city, village, town, or county ordinance or  
 94 resolution to exercise powers or duties involving inspection of real or personal property, gives written notice to the owner that the carbon  
 95 monoxide detector is not functional, the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that  
 96 carbon monoxide detector functional.





**LEASE ADDENDUM ON MOLD**

Leased Premises Address: sample

To minimize the occurrence and growth of mold in the leased premises, Resident hereby agrees to the following:

- 1. MOISTURE ACCUMULATION: Resident shall remove any moisture accumulation in or on the leased premises including on walls, windows, floors and ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in leased premises at reasonable levels. To prevent moisture accumulation on windows, Resident agrees to open the blinds in each window at least every two days. Resident will not keep bathroom door closed constantly, especially after a hot shower.
2. APARTMENT CLEANLINESS: Resident shall clean and dust the leased premises regularly and shall keep the leased premises, particularly the kitchen and bathroom(s), clean.
3. NOTIFICATION OF MANAGEMENT: Resident shall promptly notify management in writing of the presence of the following conditions:
a. A water leak, excessive moisture, standing water inside the leased premises;
b. A water leak, excessive moisture, or standing water in any community common area;
c. Mold growth in or on the leased premises that persists after resident has tried to remove it with household cleaning solutions such as Lysol, Pine Sol disinfectants, Tilex Mildew remover, Clorox or a combination of water and bleach;
d. A malfunction in any part of the heating, air conditioning, or ventilation system in the leased premises.
4. LIABILITY: Resident shall be held liable to Owner for damages sustained to the leased premises or to the resident's person or property as a result of resident's failure to comply with the terms of this Addendum.
5. VIOLATION OF ADDENDUM: Violation of the Addendum shall be deemed a material violation under the terms of the lease, and Owner shall be entitled to exercise all rights and remedies it possesses against resident at law or in equity.
6. ADDENDUM SUPERSEDES LEASE: In case of a conflict between the provisions of the Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This Lease Addendum on Mold is incorporated into the Lease executed or renewed on sample (date) between Owner and Resident.

Resident(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Resident(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Owner/Manager Signature [DocuSigned by: Sample] \_\_\_\_\_ Date 4/21/2022

**PLEASE NOTE: THIS RENTAL DISCLOSURE FORM IS NOT A RENTAL AGREEMENT OR AN AGREEMENT TO ENTER INTO A RENTAL AGREEMENT IN THE FUTURE**

**Lease/Rental Agreement Signing Checklist:** *[Check the boxes that apply]*

**If the Landlord Requires a Security Deposit:** *[Before Security Deposit is Paid]*

1. Right to Inspect for Pre-Existing Damages and Complete Check-In Form.  
Tenant has the right to inspect the dwelling unit and notify the Landlord of any preexisting damage or defects during the first seven days of tenancy.
2. Check-In Sheet.  
Tenant received a written check-in sheet that must be completed and returned to Landlord within seven days of the date when Tenant commences occupancy.
3. Right to List of Damages and Defects Causing Deductions from Prior Tenant's Security Deposit.  
Tenant has the right to make a written request, during the first seven days of tenancy, for a list of the damage and defects for which Landlord deducted money from the prior tenant's security deposit.
4. Security Deposit Receipt.  
Tenant received a receipt when Tenant paid the security deposit (paid in cash, receipt requested, etc.).
- Tenant did not receive a receipt (security deposit paid by check with a notation stating the purpose of the check, no security deposit required, Landlord applied my earnest money to the security deposit, etc.).

**When Tenant Enters into the Lease or Rental Agreement:** *[Before or at Signing]*

5. Contact Persons for Rent Payments, Maintenance & Management, & Service of Legal Paper.  
Landlord gave Tenant, in writing, the names and contact information for the following *[these contact people may be listed in the rental agreement and may all be the Landlord]*:
- (a) The person(s) to whom Tenant pays rent;  
(b) The person(s) who Tenant contacts regarding the management and maintenance of the premises; and (c) The owner(s) or some other person(s) in Wisconsin who is authorized to accept personal service of legal papers and notices on behalf of the owner.
6. Copy of Rental Agreements, Rules and Regulations, and Nonstandard Rental Provisions.  
Landlord gave Tenant a copy of any rental agreement Tenant signed, including all attachments, and the current rules and regulations, if in writing.
- Landlord gave Tenant a copy of any Nonstandard Rental Provisions Tenant signed or initialed.
7. Lead-Based Paint (LBP) Disclosure.  
Landlord gave Tenant an LBP Disclosure Statement and a lead hazard information pamphlet.

**This form includes the disclosures a landlord must make when a prospective tenant applies to rent a dwelling unit and when a tenant enters into a rental agreement.**

**The undersigned have read and dated this second page of this Rental Disclosure Form and have received all indicated information and documents:**

(Tenants' Signatures) ▲ Print Names ►

(Date)▲



# ASSISTANCE ANIMAL AGREEMENT ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

Name of Tenant: \_\_\_\_\_

Address of Premises: sample  
(Street) (City, State, Zip)

This Addendum contains the terms, conditions and rules related to Tenant's assistance animal and is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this Addendum shall be controlling.

Name of Animal: \_\_\_\_\_ Type of Animal: \_\_\_\_\_

Breed: \_\_\_\_\_

Tenant agrees to provide Landlord with a clear and legible picture of the assistance animal within five (5) days of the signing of this Agreement.

Tenant understands that this Agreement applies only to the specific assistance animal noted above and that no other animal may be substituted for the above-named animal without the prior written authorization of the Landlord.

**Disclosures Regarding Assistance Animal:**

A. Has the assistance animal ever bitten or injured another person?  
\_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, provide details: \_\_\_\_\_

B. Does the assistance animal have any propensity or predisposition to bite or injure?  
\_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, provide details: \_\_\_\_\_

C. Has the assistance animal ever damaged the property or possessions of another?  
\_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, provide details: \_\_\_\_\_

In the case of injury, sickness, death, or any other reason for which Tenant is unable to care for the assistance animal, Tenant appoints the following person/s to remove and care for the assistance animal:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**This Addendum consists of a front and back page and Tenant has read and accepts all terms and conditions set forth in both pages.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent of Owner Sample Signature Date 4/21/2022  
DocuSigned by 8439E836F557425...

**Tenant Affirms That:**

1. Tenant is an individual with a physical or mental impairment that substantially limits one or more major life activities.
2. Tenant has a disability-related need for an assistance animal. For example, the animal works, provides assistance, performs tasks or services for the tenant's benefit or provides emotional support that alleviates one or more of the identified symptoms or effects of the tenant's existing disability.
3. The assistance animal does not pose a direct threat to the health or safety of others and would not cause substantial physical damage to the property of others.

**Terms, Conditions and Rules Related to Assistance Animal:**

1. Tenant understands that Landlord is permitted to establish reasonable rules to address legitimate concerns for the safe and sanitary management of all animals, including assistance animals, that reside on the premises.
2. Tenant agrees to keep the assistance animal under control at all times. Tenant also agrees to keep the assistance animal leashed when outside of the rental unit, unless temporary unleashing is necessary for the animal to provide its assistance. The leash may be no longer than six (6) feet in length.
3. Tenant agrees to immediately clean up after the assistance animal and to dispose of any and all waste properly and immediately.
4. Tenant agrees not to leave the assistance animal unattended within the rental unit for an unreasonable period of time. Tenant agrees to provide the assistance animal with adequate water and food and adequate and regular veterinary care. Tenant agrees to maintain the cleanliness of any litter boxes and sleeping/feeding areas.
5. Tenant agrees not to leave the assistance animal unattended in common areas or on the grounds at any time. Tenant agrees not to leave food or water for the assistance animal in common areas or on the grounds at any time.
6. Tenant understands that s/he is responsible for the behavior of the assistance animal at all times. Tenant agrees that s/he will prevent the assistance animal from engaging in any behavior that disturbs other tenants, neighbors, or management.
7. Tenant agrees to comply with any and all municipal and county ordinances as well as state laws applicable to the assistance animal including, but not limited to, licensing and immunizations. Tenant understands that s/he will be responsible for any fees, fines, or citations that are issued by any government or other entity due to noncompliance with laws and ordinances.
8. Tenant understands that Landlord may terminate his/her rental agreement as permitted by law if the assistance animal causes a direct threat to others, causes physical harm to the property, and/or interferes with other tenants' right to the quiet use and enjoyment of the premises.
9. Tenant understands and agrees that s/he is responsible for reimbursing Landlord for the cost of repairing or replacing any damage caused by the assistance animal. Tenant agrees to reimburse Landlord within five (5) days of written demand for any damage caused by the assistance animal.
10. Tenant agrees to remove or confine the assistance animal upon the request of Landlord, if the Landlord determines that the assistance animal's presence limits or prohibits the Landlord, Landlord's agent, or other persons authorized by Landlord, to access Tenant's rental unit as permitted by law and/or Tenant's residential rental agreement.
11. Tenant understands that s/he is responsible for, and may be liable for, any and all personal injuries suffered by any person or animal, as a result of the behavior of the assistance animal. Tenant also understands that s/he is responsible for any and all damage to another person's property caused by the assistance animal.
12. Tenant agrees to protect, defend, indemnify and hold Landlord and Landlord's agents harmless from any and all damages, costs and/or expenses caused by the assistance animal and/or the Tenant's failure to supervise and/or control the assistance animal.

**When To Use:** This form should be used instead of a Pet Agreement when a Tenant makes a request for a reasonable accommodation to keep an assistance animal on the premises. An assistance animal includes, but is not limited to, a service animal, emotional support animal, companion animal, comfort animal, or therapy animal.



**PET AGREEMENT**

If any of the following terms and conditions are violated the owner shall have the right to immediately cancel this agreement and require the tenant to immediately remove the pet/s from the premises. Cancellation of this agreement does not waive tenant's responsibility for any damages caused by tenant's pet(s).

5 Date: 4/21/2022

6 This pet agreement is part of the Rental Agreement dated sample. Between Landlord and:

7 Tenant's Name(s): \_\_\_\_\_ Tenant's Address:

8 sample \_\_\_\_\_

9 \_\_\_\_\_

10 Tenant agrees to the following terms and conditions:

- 11 1. Only the pet(s) listed below are allowed to be kept on the premises.
- 12 2. Tenant will not allow pet(s) to cause any danger, damage, nuisance, undue noise, or health hazard.
- 13 3. Pet(s) are not allowed to soil the premises, grounds, common areas, sidewalks, parking areas, landscaping,
- 14 lawns, gardens and other property of the owner.
- 15 4. Tenant agrees to promptly clean up after pet(s).
- 16 5. Tenant accepts full responsibility and liability for any and all damage, injury or action arising from or caused
- 17 by tenant's pet(s).
- 18 6. Tenant agrees not to leave food or water for pet(s) outside the premises, in common areas or the grounds.
- 19 7. Tenant agrees to remove the pet/s offspring within eight (8) weeks of birth.
- 20 8. Tenant agrees to register, license and immunize pet(s) in accordance with all local laws and regulations.
- 21 9. Tenant warrants that pet(s) is/are housebroken and has no history of causing physical harm or injury to persons,
- 22 animals, or property.
- 23 10. Tenant warrants that pet(s) has no vicious history or tendencies.
- 24 11. Tenant agrees to observe the following rules with regard to pet(s):
- 25 Dogs: Must be controlled at all times. Must be kept on a short leash while on grounds and in common
- 26 areas. Barking which becomes a nuisance to other tenants will not be tolerated.
- 27 Cats: Must be controlled at all times. Must not be allowed to roam freely on the grounds or in common
- 28 areas. Proper disposal of all cat litter shall be done on a frequent basis. Odors arising from cat
- 29 litter will not be allowed.
- 30 Birds & Reptiles: Must be properly caged at all times. Any waste or other materials must be cleaned on a frequent
- 31 basis to prevent accumulation, damage and odors.

32 12. Other Terms Adult weight of pet must not exceed 25 pounds. Breeds or types restricted by Landlord's

33 insurance provider not allowed. Tenant shall provide proof to Landlord of sufficient liability insurance

34 13. Allowed Pet(s):

35 Kind Type or Breed Color Name Age Weight

36 sample \_\_\_\_\_

37 \_\_\_\_\_

37 14. Pet Fee / Deposit Tenant agrees to pay the following non-refundable pet fee: \$25/month added to rent amount stated in lease

38 Tenant agrees to pay the following pet deposit: \$ sample

39 Other: \$ sample

40 Total \$ sample

41 15. Tenant's financial obligations for pet(s) is not limited to any pet fee or deposit.

42 Tenant \_\_\_\_\_ Date

Tenant \_\_\_\_\_ Date

44 Tenant \_\_\_\_\_ Date

Tenant \_\_\_\_\_ Date

44 Landlord Sample 4/21/2022

45 \_\_\_\_\_ Date

DocuSigned by:  
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