

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or
2 more) on the following terms and conditions:

3 **TENANT:** (_____ adults and _____ children) **LANDLORD:** Dittmar Realty, Inc. as agent for Owner

4 _____ **Agent for** Dittmar Realty, Inc. 262-251-5800
5 _____ **service of** (name) (phone)
6 _____ **process** PO Box 99 (address)

7 **PREMISES:** Building Address _____ Menomonee Falls, WI 53052
8 _____ (city, village, town) (state) (zip)

9 _____ **Agent for** Dittmar Realty, Inc. 262-251-5800
10 _____ **maintenance,** (name) (phone)
11 _____ **management** PO Box 99 (address)

11 Apartment/room/unit: _____ Menomonee Falls, WI 53052
12 _____ (city, village, town) (state) (zip)

12 Other: _____ **Agent for** Dittmar Realty, Inc. 262-251-5800
13 _____ **collection** (name) (phone)
14 _____ **of rents** PO Box 99 (address)

14 \$ _____ for other (specify _____) for a
15 Total of \$ _____ due on the 1st day of each
16 month and is payable at Dittmar Realty, Inc.
17 _____ (city, village, town) (state) (zip)

18 If rent is required to be prepaid then total rent of \$ _____
19 _____
20 _____ (at \$ _____ per _____) must be
21 paid on or prior to the date this Agreement is signed.

22 If rent is received after the 5th of the month
23 _____
24 the Tenant shall pay a late fee of \$ 5.00 per day up to \$50.00.

25 Charges incurred by Landlord for Tenant's returned checks are
26 payable by Tenant. Landlord shall provide a receipt for cash
27 payments of rent. **All tenants, if more than one, are jointly and**
28 **severally liable for the full amount of any payments due**
29 **under this Agreement.** Acceptance of a delinquent payment
30 does not constitute a waiver of that default or any other default
31 under this Agreement. Other Landlord or Tenant obligations:
32 _____
33 _____
34 _____
35 _____
36 _____

TERM: (Strike either (a) or (b) enter complete date.)
(a) Month to month beginning on _____; or
(b) For a term of _____ beginning on _____, and ending on _____.

Tenant must vacate no later than 12 noon on the last day of the term.
NOTE: An Agreement for a fixed term expires without further notice.
If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

UTILITIES: Check if paid by:	Landlord	Tenant
Electricity	_____	<input checked="" type="checkbox"/>
Gas	_____	<input checked="" type="checkbox"/>
Heat	_____	<input checked="" type="checkbox"/>
Air Conditioning	_____	<input checked="" type="checkbox"/>
Sewer/Water	_____	<input checked="" type="checkbox"/>
Hot Water	_____	<input checked="" type="checkbox"/>
Trash	_____	<input checked="" type="checkbox"/>
Other _____	_____	_____

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:
\$13.00 per month for trash utility due on the 1st day of each month

37 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ _____ to be held by
38 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21)
39 days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement
40 accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and
41 the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use
42 a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear
43 excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1).

44 Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.
45 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7)
46 days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical
47 damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with
48 a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects
49 have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord
50 notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the
51 amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to
52 return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

53 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by
54 the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend
55 the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments
56 may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have
57 been given to Tenant at the time of application and at the time of the signing of this Agreement.

58 **NOTICE TO VACATE:** Lease for Term - No written notice is required to terminate a lease for term because the lease automatically ends on the last
59 day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue
60 the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. Month to Month Tenancy - Written notice must
61 be received by the other party at least two full calendar month written notice or sixty (60) day written notice - whichever is greater - prior to ending a
62 month to month tenancy and vacating the unit. A month to month tenancy may only be terminated at the end of a rental period (i.e. the last day of the
63 month). For example, if Tenant wants to vacate by the end of May, Landlord must receive written notice from Tenant no later than the last day of March
64 so that Landlord will have at least two full months' notice (April and May) prior to Tenant moving out.

65 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of
66 Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all
67 governmental orders, rules and regulations related to the Premises, including local housing codes.

68 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges
69 that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant
70 agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

71 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and
72 return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance
73 with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement,
74 except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when
75 Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the
76 notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that
77 Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy
78 is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less
79 costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises
80 for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been
81 paid for the full period of the absence.

82 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of
83 a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose
84 of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant
85 leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment, which will be
86 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
87 any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail, or certified mail to
88 Tenant's last known address, prior to disposal.

89 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for
90 children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful
91 purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which
92 would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their
93 presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities
94 of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld.
95 Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the
96 negligence or improper use by Tenant or Tenant's guests and invitees.

97 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may
98 sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or interruption in any
99 service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or damages caused
100 by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless
101 Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or damages resulting from
102 the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

103 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage
104 in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord
105 may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or
106 before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or
107 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful
108 enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their
109 residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an
110 agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near
111 the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not necessary
112 that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

113 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the
114 property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices,
115 air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an
116 unreasonable risk of injury or damage, without the prior written consent of Landlord.

117 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those
118 portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's
119 control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord,
120 normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises,
121 commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of
122 the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval.
123 Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall
124 maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

125 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord.
126 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling
127 of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not
128 apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs
129 incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate
130 Tenant's tenancy for violating this provision.

131 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the
132 Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to
133 keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

134 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve
135 (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable
136 laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes
137 entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys.
138 Improper denial of access to the Premises is a breach of this Agreement.

139 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is
140 responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible
141 for rent.

142 **HUMIDITY CONTROL:** Tenant is responsible for regulating indoor air temperature and humidity levels in the rental unit throughout the entire lease
143 period, whether the unit is vacant or occupied. Tenant is responsible for providing any supplemental mechanical equipment necessary to regulate
144 humidity levels, including but not limited to, fans, dehumidifiers, and humidity detection monitors. Humidity levels must be kept below 50% at all times.
145 If the unit will be vacant for extended periods, Tenant shall have someone check the humidity levels in the unit periodically. In the event that mold or
146 other issues occur as a result of excessive humidity in the unit which Tenant failed to mitigate, Tenant will be responsible for all costs to remedy the
147 situation, including but not limited to, cleaning, removal/disposal costs, and replacement costs.

148 **SMOKING:** There is no smoking of any kind permitted in the rental unit or any common area located inside the building at any time. Tenants that wish
149 to smoke must do so outside of the building. Smoking is only permitted on decks and patios if there is no disturbance to other tenants. Violation of
150 this provision is a material breach of this Agreement and is grounds for eviction. Tenant will be responsible for any and all costs to remove any evidence
151 of smoking from the unit if this provision is violated, which would include but is not limited to, painting and carpet cleaning.

152 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant
153 neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to
154 remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such
155 notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due
156 or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises,
157 and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, this lease may be
158 terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis. Stat.
159 § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions
160 shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies
161 as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

162 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

163 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date
164 of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs
165 does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

166 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless
167 indicated otherwise in writing.

168 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property
169 and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant
170 may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

171 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**
172 1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should
173 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
174 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
175 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
176 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
177 the person to be the tenant's guest.

178 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
179 situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law
180 enforcement agency.

181 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.

182 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate
183 this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the
184 casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are
185 damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

186 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment
187 of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental
188 agreement unless other arrangements have been made in writing.

189 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

190 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties
191 may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

192 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental
193 agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect
194 without the invalid provisions.

195 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered
196 temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent
197 or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

198 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before;
199 vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law,
200 *Time is of the essence* means that a deadline must be strictly followed.

201 **SPECIAL PROVISIONS:** _____
202 _____
203 _____

204 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable,
205 for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

206 **Pets and water beds are not permitted unless indicated otherwise in writing.**

207 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

208 **OWNER / AGENT OF OWNER** Signature: _____
209 Dittmar Realty, Inc. Print Name: Kevin S. Dittmar - President
TENANT(S)
210 Signature: _____ (date) _____
211 Print Name: _____ (date) _____
212 Signature: _____ (date) _____
213 Print Name: _____ (date) _____

PLEASE READ!
FOR REVIEW
PURPOSES ONLY.

Rules & Regulations

The following Rules and Regulations are a part of the Rental Agreement dated _____, 20 _____ between the Tenant named below and the Landlord.

1. **General:**

- a. These rules and regulations are necessary to insure the proper use and care of the property as well as to insure the protection and safety of the Landlord, its employees, other tenants, and neighbors.
- b. Tenant will be responsible for the conduct of any and all family members, guests, invitees, and/or others under tenant's control.
- c. The term "Tenant" is defined broadly and includes, all persons named in the rental agreement, their family members, guests, invitees, and/or others under their control.
- d. Landlord will not tolerate criminal activity or any other activity that disturbs others or damages the property.
- e. Landlord has the right to make other reasonable rules and regulations as may be necessary for the safety of others and the property.
- f. A violation of these rules and regulations constitutes a material breach of Tenant's rental agreement and may result in termination of tenancy and eviction.
- g. These rules and regulations will be enforced strictly and without exception.

2. **Noises & Odors:** Tenant shall not cause or allow any loud and/or disturbing noises, to include but not limited to, singing, shouting, playing of musical instruments, stereos, televisions or other sound generating devices, or create odors that are objectionable to other tenants and/or Landlord, particularly between the hours of 10 p.m. and 8 a.m.
3. **Windows & Porches:** Tenant shall not place any article on window ledges or porch railings. No objects shall be dropped from windows. Nothing shall be hung from or attached to porches. Tenant shall not throw or sweep dirt or beat or shake rugs upon or from porches or into halls or from any windows, doors, or other opening in the building. Tenant shall not open windows and/or storm windows during the winter months in such a fashion as to allow heat to escape continuously for longer than 15 minutes. Tenant shall not allow rain to enter the building through windows or doors.
4. **Common Areas:** Tenant shall not store or place any items of personal property, including but not limited to, garbage, bicycles, lawn chairs, toys, clothing or shoes, in any common areas. Common areas are not to be blocked. Common areas include but are not limited to hallways, stairwells, lobbies, sidewalks, parking areas, basements, garages, and lawns. Landlord may remove any improperly stored personal property at the expense of Tenant. Tenant shall cooperate with Landlord to keep all common areas and the lawn in a clean and safe condition.
5. **Laundry:** All laundry should be done in the areas designated for that purpose. Laundry should be completed no later than 10 p.m. and should not start before 8 a.m. Tenant shall remove all articles of clothing immediately from washers and dryers. Washers and dryers shall be cleaned after use. Lights in laundry room shall be turned off prior to leaving.
6. **Garbage:** Tenant is not to allow garbage, newspapers, or any other refuse to litter any common areas of the building or areas outside of the building. All garbage must be placed in plastic bags that are securely tied and placed in the proper receptacles.
7. **Recyclables:** All recyclables shall be placed in the proper receptacle per local ordinances.
8. **Signage:** Tenant shall not allow any sign, advertisement, or notice to be placed either inside or outside the building without first receiving the written consent of the Landlord.
9. **Locks:** Tenant is not allowed to alter any lock or install a new lock on any door of their unit. If, in the case of an emergency, a door with an altered or new lock must be broken to obtain access to the unit then Tenant will be responsible for any and all damages.
10. **Blinds:** No blinds may be removed or replaced.
11. **Water-Filled Furniture:** No furniture filled or to be filled, wholly or in part, with liquids, including but not limited to waterbeds, shall be placed in the unit without obtaining prior written authorization from Landlord. Under no circumstances can Tenant have a waterbed without also having the proper insurance for same and naming the Landlord as an additional insured and as the loss payee and deliver a copy of such policy of insurance to Landlord prior to the installation of any water-filled furniture in the unit.
12. **Use of Common Areas:** Tenant shall not use any common areas for any recreational purpose other than those specifically designated for such (i.e. swimming pool, tennis courts etc). Without limiting the foregoing, Tenant is specifically prohibited from using hallways, stairs, lobbies, sidewalks, parking areas or any other common areas for recreational purposes.
13. **Damage to Property:** Tenant shall not mark or deface any part of the building or any contents contained within the building.
14. **Redecorating:** Tenant shall not varnish, paint, wallpaper or decorate any walls, floors, ceilings, woodwork or any other surface without the prior written approval of the Landlord. The cost to return the unit to its original condition should Tenant make such unapproved changes will be the sole responsibility of the Tenant.
15. **Use of Bicycles:** Bicycles are to be used solely as a transport vehicle in or out of the apartment complex. Bicycles may not be used recreationally in parking lots, lawns, or any other common areas.
16. **Skateboards, Inline Skates, Scooters, Roller Skates:** Use of skateboards, inline skates, scooters, and roller skates is prohibited.

17. **Light Bulbs:** Tenant shall supply and replace all light bulbs in the unit. Under no condition whatsoever should light bulbs outside of the unit be removed by Tenant. Tenant shall only use the proper wattage of light bulb as specified on fixtures.
18. **Christmas Trees:** No natural Christmas trees are allowed.
19. **Minors:** All minors are to be supervised by an adult resident to the extent necessary to ensure their safety and compliance with all rules and regulations.
20. **Liability for Guests, Relatives, Dependants and Invitees:** Tenant is responsible for their guests, visitors, relatives, dependents and invitees at all times. Tenant will be held liable for all damages caused by guests, relatives, dependents and invitees. If guests, relatives, dependants, or invitees of the Tenant disturb other Tenants, breach the peace, damage property of Landlord or other tenants, or otherwise violate the Rental Agreement or these Rules and Regulations, the acts by the guests, relatives, dependents or invitees of the Tenant will be grounds to evict the Tenant.
21. **Loitering:** Tenant, their dependants, invitees or guests shall not loiter, congregate or play in any common area of the building, including but not limited to halls, stairways, basement, garage, storage areas, front lawn, sidewalk, and driveways.
22. **Guests:** Guests are not allowed in the unit or on the premises unless a Tenant's is also in the unit or on the premises.
23. **Lockers and Storage Spaces:** Lockers and storage spaces are furnished gratuitously and are not included in the leased premises. Landlord shall not be responsible for any loss or damage to property of the Tenant stored in basement, garage, parking areas, storage areas, lockers, common areas or any other area, unless caused by the negligent acts or omissions of Landlord. Tenants use these spaces at their own risk.
24. **Telephones:** The units have been pre-wired with telephone outlet boxes which are placed in the most convenient locations. Tenant may use any of these outlets for their telephones. Tenant shall not have wall phones installed. In the event that Tenant installs wall phones the cost of removal and repair will be charged to the Tenant. Prior, written permission from the Landlord is required before Tenant may install additional phone outlets. Any additional installation approved by Landlord must be done by a qualified person and at Tenant's expense.
25. **Fire Pits:** Fire pits are not allowed on balconies, porches, patios or lawns.
26. **Grills:** Grills may not be used on patios or porch areas. Grills must be kept at least 10 feet from patios, porches and buildings when in use. Indoor storage of charcoal lighter fluid or L.P. tanks is not permitted.
27. **Unlawful Purpose:** Tenant shall not allow the premises to be used for any unlawful purpose or any purpose that will, in the judgment and discretion of the Landlord, injure the building or its premises.
28. **Risk of Fire:** Tenant shall not do anything in the building or keep anything in the building which will in any way increase the risk of fire, or which is in violation of the fire laws or regulations, or any insurance policy covering the building.
29. **Property of Tenant:** Landlord shall not be responsible for any property of the Tenant or any items left at the building or with the building manager for the Tenant, unless due to the Landlord's negligent acts or omissions. Landlord reserves the right to designate the time and methods of delivering freight, furniture, goods, merchandise and other items both to and from Tenant's unit.
30. **Interference with Utilities:** Tenant shall not interfere with any part of the heating, lighting, refrigeration, plumbing or cooling systems or controls in the building.
31. **Radio and Television Aerials:** For safety reasons, no outside radio, or television aerial or air conditioner shall be installed by Tenant without prior written permission of Landlord. If written permission is not first obtained, Landlord may remove said property and charge the cost to Tenant.
32. **Failure of Tenant to Follow Rules:** Landlord shall not be responsible to Tenant because other tenants do not follow these rules and regulations.
33. **Returned Checks:** If any personal check tendered to Landlord by Tenant for payment of any obligation under the Rental Agreement is returned by Tenant's bank for any reason whatsoever, Tenant will pay to the Landlord a fee as set forth in the Rental Agreement and/or Nonstandard Rental Provisions for administrative costs to handle the unpaid check. Thereafter, Landlord may request Tenant to make any and all payments, including rent payments, by certified or cashier's check or money order.
34. **Unoccupied unit:** Tenant must notify Landlord if the unit will be unoccupied for a period of seven (7) days or longer.
35. **Problems with Unit:** If anything is not working properly in the unit or on the premises Tenant should immediately report it in writing to the Landlord.
36. **Rummage Sales:** There are to be no rummage and/or other sales on the premises without written permission from the Landlord.
37. **Additional Rules and Regulations:** Landlord has the right to make other reasonable rules and regulations as may in its judgment be necessary for the safety, care, and cleanliness of the other tenants, the building, and the premises.
38. **Recreational Vehicles:** Prior written permission from Landlord is required to park any recreational vehicles on the premises. If allowed, said vehicles may only be parked in designated spaces and for no longer than one (1) week per season. Parking of said vehicles on an occasional Monday or Friday will be allowed with Landlord's prior permission. See Landlord for specified location to park said vehicles. Such parking is a privilege which may be denied at any time and for any reason.
39. **Working on Vehicles:** Tenant shall not wash, make repairs, or do any other maintenance on any vehicle in garage areas, parking lots or any other common area.
40. **Security Deposit:** Security deposit shall not be applied as rent;
41. **Utilities:** Tenant must notify all applicable utility companies when occupancy begins and ends.
 - * WE Energies (electric/gas) (800) 242-9137
 - * Village of Menomonee Falls Water & Sewer: (262) 532-4801
 - * Cedarburg Light & Water Commission: (262) 375-7650
 - * Hartford Utilities (262) 673-8209
 - * Slinger Utilities (262) 644-5625

42. **Late Fees:** A late fee of \$5.00 per day will be assessed if rent is not received by Landlord in full by the fifth (5th) day of each month.
43. **Contractors:** Tenant is not allowed to instruct any contractors hired by Landlord to provide any additional services not authorized by Landlord.
44. **Return of Keys:** Immediately upon vacating the unit, Tenant is to return to Landlord any and all keys to the building, unit, storage areas, and mailbox. All garage door openers must be returned as well.
45. **Guests:** No person other than those persons listed on the rental agreement, or their legal dependents, may reside in the unit for more than fourteen (14) consecutive days per rental term without prior written approval from the Landlord.
46. **Smoke Detectors & Fire Extinguishers:** Any malfunction of any smoke detectors or fire extinguishers shall be reported to the Landlord in writing immediately.
47. **Use of Dumpsters:** Tenant shall not dispose of any large items, including but not limited to, furniture, boxes, equipment, appliances, or carpets in the dumpsters provided by Landlord. Dumpsters are to be used for smaller household items only. If Tenant needs to dispose of large items then Tenant should contact the appropriate municipality and arrange for a special garbage pick-up for which Tenant will be responsible for the cost.
48. **Yearly Inspections** of the Unit are done at the time determined by Landlord.
49. **Damages to Unit or Building:** If Landlord becomes aware of damage to the unit or common areas, beyond normal wear and tear, Tenant will be billed for the cost to repair which must be paid to the Landlord within ten (10) days. Failure to reimburse Landlord within that time period may result in termination of tenancy.
50. **Renter's Insurance:** It is the responsibility of the Tenant to provide insurance coverage for any and all personal property kept in their unit, storage areas, basement, garage, common areas or any other area.
51. **Plumbing:** (1) Tenant shall be responsible for the cost of any and all plumbing repairs resulting from the improper use of plumbing facilities by the Tenant or their guests. Tenant should not dispose of cloth, metal, wool, plastic, condoms, feminine hygiene products or similar items in toilets or sinks. If unit is equipped with a garbage disposal, it will remove most food waste, except for large bones and corn cobs. Be sure to have cold water running at all times that garbage is going through the disposal and leave water running for 1 minute after turning the disposal off. Do not use the garbage disposal after 10 p.m.; (2) Tenant is to immediately report any leaking pipes, faucets, or the continual running of any toilet; (3) Tenant shall not let any water run except during actual use; (4) No Tenant shall be allowed to turn on water spigots inside or outside of building for any purpose unless written permission is given by Landlord.
52. **Fire Alarms:** Some rental units are hard-wired with fire pull stations. All or most alarms will require a response from the local fire department. The Tenant is responsible for any charges or fees imposed by the local fire department resulting from an alarm call originating from their unit. Failure to pay these fees within ten (10) days will constitute a breach of this rental agreement.
53. **Private utility rooms in the Park Terrace, Lake Terrace, Gateway Terrace, Powder Hill, and Hillside Terrace Complexes:** Private utility rooms are to be used in accordance with directions provided, so as not to overload or overheat machines.
54. **Lakefront Area at Lake Terrace:** Lakefront area may be used for passive recreational purposes only such as hiking, picnicking and nature viewing, provided that there shall be no swimming, consumption of alcoholic beverages, excessive noise or any other activity which disturbs other tenants or detracts from the residential character of the complex. Storage of boats, grills or other personal property in the lakefront area is not permitted at any time.
55. **Lake Terrace Tenants:** Must notify utility companies when occupancy begins and when vacating the rental unit.
- * WE Energies (800) 242-9137
 - * Village of Jackson Water/Sewer: (262) 677-9001
56. **Gateway Terrace and Powder Hill Tenants:** Must notify utility companies when occupancy begins and when vacating the rental unit.
- * Wisconsin Gas Company: (800) 242-4035
 - * City of Hartford Utility Dept.: (262) 673-8212
57. **Hillside Terrace Tenants:** Must notify utility companies when occupancy begins and when vacating the rental unit.
- * WE Energies (800) 242-9137
 - * Slinger Utilities (262) 644-5625
58. **Vehicles:** (1) Tenant shall use only the parking space which is assigned to them by Landlord. No guests or visitors shall be allowed to park in the parking areas provided for other tenants. Tenant must register the license plate number of the auto to be parked in the assigned space. Only the registered vehicle is allowed to be parked in that assigned space; (2) If indoor or outdoor parking areas are provided, Tenant is responsible for keeping the area neat and clean. Tenants whose vehicle have fluid leaks that cause damage to the asphalt or pavement will be held responsible for any and all repairs; (3) All vehicles must be registered and have current license plates to be on the premises; (4) Autos cannot be stored on the premises if they are not operable and/or have flat tires. Any such vehicles will be towed at Tenant's expense if not removed within 48 hours of written notice by Landlord; (5) No Tenant shall drive any vehicle on the grass or sidewalks at any time, including but not limited to, when unloading property or materials.
59. **Parking:**
- a. For All Complexes:**
- Tenant may not park in any reserved space or in front of garage unless permission is given by Landlord. Parking of recreational vehicles and boats is not permitted. However, it is acceptable for one to occasionally be parked on a Friday or a Monday at the discretion and location directed by Landlord. Motorcycles may not be parked anywhere except in garages and parking spaces (not on patio areas). Any other parking request must be approved in advance by the Dittmar Realty office. Vehicles will be towed if necessary.

b. Cedar View Apartments:

Tenants are allowed one (1) outdoor parking space for studio apartments and two (2) outdoor parking spaces for one bedroom and one bedroom/den apartments. Curbside parking is prohibited.

c. Market Square Apartments:

Tenants are allowed one (1) reserved outdoor parking space for studio apartments, two (2) outdoor parking spaces for a one bedroom apartment (one of which is reserved), and two (2) outdoor parking spaces for one bedroom/den, and two bedroom apartments (one of which is reserved). Guests' cars and (one bedroom) Tenant's second cars are to be parked in stalls facing the fence.

d. Evergreen Terrace Apartments:

Tenants are allowed one (1) numbered garage space and one (1) additional outdoor parking space for each apartment. There is no parking on Fond du Lac Avenue. Guests should be directed to park in the visitor parking area towards the rear of the complex. Parking is only allowed in front of garages with permission of Landlord from May 1st to October 1st and such permission may be denied at any time for any reason. This is for convenience to the apartment only, and it does not mean that two cars may then be parked outside. Tenants who share a two space garage with another tenant must keep the door to their garage locked at all times.

e. Appleton Terrace Apartments:

Tenants are allowed two (2) outdoor parking spaces for each rental unit.

f. Park Terrace Apartments:

Tenants are allowed one (1) garage space and (1) additional outdoor parking space for each apartment. No Tenant is permitted to have more than two (2) vehicles per unit.

g. Lake Terrace, Gateway Terrace, Powder Hill, and Hillside Terrace Apartments:

Tenants are allowed one (1) garage space and (1) outdoor space for each unit. The outdoor space is located in front of the unit's garage door. Tenants may not park in any other location on the property. No Tenant is permitted to have more than two (2) vehicles per unit.

60. **Non-Waiver:** Any failure to act by Landlord with regard to any specific violation or breach of these Rules and Regulations by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant.

A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.

**PLEASE READ!
FOR REVIEW
PURPOSES ONLY.**

Tenant _____ Signature _____ Date _____ Tenant _____ Signature _____ Date _____

Tenant _____ Signature _____ Date _____ Tenant _____ Signature _____ Date _____

Owner/Agent of Owner
Dittmar Realty, Inc. _____
Kevin S. Dittmar - President _____ Date _____

<p>NONSTANDARD RENTAL PROVISIONS</p>	<p>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 withhold from your security deposit.</p>
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PLEASE READ!
FOR REVIEW
PURPOSES ONLY

Name of Tenant(s): _____

Address of Premises: _____

(Street) (City, State, Zip)

Note: Landlord may strike (x) any provisions that are not applicable and/or add any additional provisions as needed.

1. _____ 1 **LATE FEE:** A late fee of \$ 5.00 will be charged as set forth in the rental agreement upon all late rental
2 payments. These fees may be deducted from Tenant's security deposit.
2. _____ 3 **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by Tenant is returned unpaid due to insufficient
4 funds or for any other reason, Tenant will be charged a fee of \$ 35.00 per occurrence. If Landlord incurs
5 any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other
6 reason, Tenant will also be charged the actual costs incurred by Landlord as a result. These fees and costs may
7 be deducted from Tenant's security deposit.
3. _____ 8 **GARBAGE/TRASH REMOVAL:** If Tenant leaves garbage or trash in hallway, outside of door of unit, or in any
9 other common area of building or grounds which is not designated for the deposit of garbage or trash, Tenant will
10 be charged a fee of \$ 50.00 plus the actual costs incurred by Landlord to remove the garbage or trash. These
11 fees and costs may be deducted from Tenant's security deposit.
4. _____ 12 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the Tenant's responsibility to separate all recyclable
13 materials and deposit them in appropriate containers as required by law or local ordinance. If Tenant fails to
14 separate recyclable materials and deposit them in the appropriate containers, Tenant will be charged a fee of
15 \$ 50.00 for each occurrence plus the actual costs incurred by Landlord to properly dispose of the recyclables.
16 These fees and costs may be deducted from Tenant's security deposit.
5. _____ 17 **PARKING:** Tenant may park his/her vehicle in the designated area or space as set forth in the rental agreement.
18 If Tenant parks his/her vehicle anywhere other than the designated area or space Tenant will be charged a fee
19 of \$ 10.00 for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles
20 in the process of being repaired may not be kept on the Premises and the above-mentioned fee will also be charged
21 to Tenant for each day that this rule is not followed. Tenant must ensure that all visitors follow the rules or risk being
22 charged the above-mentioned fees. These fees may be deducted from Tenant's security deposit.
6. _____ 23 **FAILURE TO PERMIT ACCESS TO UNIT:** If Tenant fails to permit access to unit after Landlord has properly
24 complied with all notice provisions set forth in Wis. Stat. ch. 704 and Wis. Admin. Code § ATCP 134, Tenant will
25 be charged a fee of \$ 50.00 for each occurrence. Tenant will also be charged for any damages and/or costs
26 incurred by Landlord as a result of Tenant's failure to allow access to unit. These fees and costs may be deducted
27 from Tenant's security deposit.
7. _____ 28 **RETURN OF KEYS/GARAGE DOOR OPENER:** If Tenant fails to return all keys including, but not limited to,
29 mailbox, laundry, and storage keys, as well as garage door openers upon vacating, Tenant will be charged
30 a fee of \$ 50.00. These fees may be deducted from Tenant's security deposit.
8. _____ 31 **DAMAGE, WASTE OR NEGLECT:** Tenant is responsible for any damage, waste or neglect to the Premises
32 including but not limited to the: building, grounds upon which the building sits, rental unit, and any common
33 areas. The Premises should be left in the same condition that it was received less any normal wear and tear.
34 If there is any damage, waste or neglect to the Premises, Tenant will be charged the actual costs incurred by
35 Landlord up to \$ 25.00 per hour plus the costs of any materials. These fees and costs may be deducted from
36 Tenant's security deposit.
9. _____ 37 **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the prior written
38 consent of Landlord. If Tenant makes modifications to unit without the prior written consent of Landlord then
39 Tenant will be charged the actual costs to return the unit to its original condition. These costs may be deducted
40 from Tenant's security deposit.
10. _____ 41 **REMOVAL OF ABANDONED PROPERTY:** If Tenant leaves behind any personal property after vacating or if
42 Tenant's personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant
43 will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant's personal property.
44 These fees and costs may be deducted from Tenant's security deposit.

Name of Tenant(s): _____

11. 45 **RE-RENTAL COSTS:** If Tenant vacates the unit without proper notice or is removed from the property for failure
46 to pay rent or any other breach of rental agreement, Tenant will be responsible for all charges permitted under
47 Wis. Stat. § 704.29 including, but not limited to, all costs incurred to re-rent the vacated unit and all utilities for
48 which Tenant is responsible through the end of the term of the rental agreement, subject to Landlord's duty to
49 mitigate. These charges may be deducted from Tenant's security deposit.

12. 50 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If Tenant remains in possession of the premises
51 without the consent of Landlord after expiration of lease or termination of tenancy by notice given by either
52 Landlord or Tenant, or after termination by valid agreement of the parties, Tenant shall be liable for any damages
53 suffered by Landlord because of Tenant's failure to vacate within the time required. In absence of proof of greater
54 damages, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the
55 time Tenant remains in possession. Should Tenant's hold over result in the loss of any portion of rent by Landlord,
56 Tenant shall be responsible for any lost rent. These charges may be deducted from Tenant's security deposit.

13. 57 **RENTAL PROMOTION/CONCESSION:** If Tenant vacates the rental unit prior to the end of the rental term, is
58 evicted prior to the end of the rental term, or if Tenant's tenancy is terminated for any reason prior to the end
59 of the rental term, Tenant will forfeit any rent promotion/concession received. Any forfeited rent promotion/
60 concession will be treated as unpaid rent and will immediately become due and payable by Tenant. Any forfeited
61 rent promotion/concession may be deducted from Tenant's security deposit.

14. 62 **FAILURE TO CLEAN APPLIANCES:** Tenant is responsible for cleaning all appliances provided by landlord that
63 are within the unit prior to vacating. The appliances should be as clean upon vacating as they were when the
64 tenant moved into the unit. If the tenant fails to clean the appliances prior to vacating tenant will be assessed the
65 actual costs incurred by landlord up to \$ 25.00 per hour plus the costs of any materials. Such costs may be
66 deducted from tenant's security deposit.

15. 67 **FIRE ALARMS:** Some rental units are hard-wired with fire pull stations. Most alarms require a response from the
68 local fire department. Tenant is responsible for any charges or fees imposed by the local fire department resulting
69 from a false alarm call originating from tenant's rental unit. Such charges or fees may be deducted from tenant's
70 security deposit.

16. 71 _____
72 _____
73 _____

17. 74 _____
75 _____
76 _____

77 Tenant acknowledges that Landlord or Landlord's agent has specifically identified each nonstandard rental provision
78 with Tenant prior to entering into a rental agreement.

79 Date: _____
Dittmar Realty, Inc.

80 _____
Kevin S. Dittmar - President

81 _____

82 _____

PLEASE READ FOR REVIEW PURPOSES ONLY

83 **When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant's
84 security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed
85 by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was
86 provided by a government-owned utility, to the extent that the landlord becomes liable for tenant's nonpayment; (e) unpaid monthly
87 municipal permit fees assessed against the tenant by a local unit of government under Wis. Stat. § 66.0435(3), to the extent that
88 the landlord becomes liable for the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant(s)
89 prior to entering into a rental agreement with the tenant. When tenant initials each nonstandard rental provision and tenant(s) signs
90 at the end of document, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant and
91 that the tenant has agreed to it.

92 Wis. Stat. § 704.28(2).