

PORT SUPPLY & PROPERTY MANAGEMENT
APARTMENT LEASE

This lease (and any addendum thereto which are attached hereto and made a part hereof) for the apartment identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

TENANT: Name

BUILDING ADDRESS: Address
Beaver Dam, Wisconsin 53916

LANDLORD: Spring Isle, A Wisconsin Limited Partnership
AGENT FOR Port Supply and Property Management, Ltd.
MAINTENANCE 1333 Wayland Street P. O. Box 901
AND MANAGEMENT Beaver Dam, Wisconsin 53916

TERMS. Lease term: **One Year**

First day of lease term 12:00 P.M.: { **February 1, 2000** }

Last day of lease term 11:00 A.M.: { **January 31, 2001** }

I. RENTALS

Payable on or before the first day of each month to "**Spring Isle**", 1333 Wayland St., Beaver Dam, WI 53916-0901, are payable under the following schedule containing Prompt Pay Discounts (PPDR) based on date of receipt of rent. All payments must be paid in the form of check, certified check, or money order. All rental payments must be delivered to the main office; management staff will not accept payments outside of the office. **NO CASH WILL BE ACCEPTED.** Remittance instruments must clear on first presentation or will be subject to loss of discount and bounced check charges. Certified unit subject to change by HUD regulation with 30 day notice (see certified addendum).

{ DISCOUNT } *Payment after the 1st constitutes default under the terms of the lease. Such record of late payment is grounds for eviction.*

-\$80 \$435 .00 PROMPT PAY DISCOUNTED RENT (PPDR) per month if paid on or before 5:00 P.M. by the 5th day of the month.

-\$70 \$445.00 PROMPT PAY DISCOUNTED RENT (PPDR) per month if paid on or before 5:00 P.M. by the 10th day of the month.

-\$50 \$465.00 PROMPT PAY DISCOUNTED RENT (PPDR) per month if paid on or before 5:00 P.M. by the 15th day of the month.

-\$00 \$515.00 GROSS RENT per month **NO DISCOUNT ALLOWED** if paid After 5:00 P.M. the 15th day of the month.

Rent includes normal residential trash disposal { subject to recycling regulations }, water, sewer, drapes, appliances { stove & refrigerator }, and air conditioner (A.C.) in market rate units { A.C. Not Included in Certified Unit }. **An additional charge of \$15.00 per month may be assessed for Water & Sewer if Tenant installs Washer in unit.**

If tenant occupies premisses with Landlords permission prior to the inception date of this lease the rent will be prorated on the basis of 30 days per month with the charge for the number of days occupied by the entering Tenant. Or if the dwelling unit is occupied after the inception date of the lease for the landlord convenience. Landlord at it's sole option may prorate the rent on the same basis.

II. GENERAL PROVISIONS:

1. DEFINITIONS

SYOP System Operator of in-house cable system or computer BBS

DAMAGES Are defined as additional rent resulting from tenant's negligence, stupidity, imprudent act, recklessness, and are grounds for eviction for non-payment of rent.

Market rate unit means a unit that is charged the established market rate rent per year as the Landlord usually and customarily charges for the particular dwelling unit by type and bedroom count. Promotional or professional courtesy discounts shall not diminish this qualification.

Certified unit means a unit that is charged the rental rate per month as required by the governing HUD program and/or for the Landlord to obtain Tax Credits from low income housing. **{see Certified Lease Addendum for special conditions}**

Short Term Tenant means a Tenant that has not renewed lease and tenant through it's voluntary election or lack of action chooses to be a periodic tenancy with notice to vacate being 60 day notice of vacancy **{one month + 28 days}**. Or has given Landlord notice that he is vacating early (before the end) of the lease.

60 Day Periodic Tenancy. means that the term of the periodic tenancy is equal to 28 days counting backward from the last day of the current calendar month (month in which notice as required by Wis. Stats. 704.21 (2) is given) and the next calendar month regardless of the number of days in the subsequent month.

2. NOTICE

a. Required

Notice by either Landlord or by Tenant shall be in writing per Wis. Stats. Ch 704.19 (4)

b. Manner of notice.

i. By Landlord per Wis Stats. 704.21 (1) (a),(b),(c),(d), per 704.21 (1) © "conspicuous place on rented premises " OR " other mail", commercial delivery shall also include posting on the in-house cable bulletin board Channel (21) or (22) an affidavit of posting by SYOP shall be deemed as posted on premises. "Other mail" shall include electronic transmission by fax or electronic method.

ii. By Tenant per Wis. Stats. 704.21 (2) (a),(b),(c),(d), additionally delivery by electronic transmission of FAX to Landlord's office at (414)887-0916. Proof of such delivery shall be a hard copy printed electronic receipt, issued by Landlord to the transmitting fax machine.

c. Notice to vacate.

A 60 day notice to vacate is required and delivered by tenant as required above (see definitions above and Sec II. Par 10., 16.)

3. JOB TRANSFER *Tenant has requested this non-form provision _____ initials*

If Tenant's employment is permanently {for 91 Days or more} transferred by the tenants employer in excess of 50 miles, and Tenant needs to move from the area prior to the end of the lease term, the Tenant may give a 60 day written notice to the Landlord of his/her transfer, and desire to be released from the terms of this lease. The tenant shall give notice of such event on the form provided by the Landlord. Tenant must also provide a notarized documentation and grant permission to the Landlord to further verify such information, and payment to Landlord of a re-renting fee submitted with said notice \$500.00 (if tenure of the current one year lease is six months or less), or \$350.00 (if tenure is greater than six months of a current one year lease or when the lease is for six months the tenant shall pay the additional rent charged for a short term lease plus a \$350.00 re-renting fee) as a re-leasing fee (above and beyond the security deposit). If the above fee is not submitted within 10 days of such request an additional fee of \$150.00 shall apply.

A. MEDICAL CONDITION

If in the event of death or Tenant is required to relocate for a period of 90 Days or more to a Nursing Home, CBRF, or other recognized medical treatment facility. The Tenant may request release (with a 60 day notice) from the balance of the lease with the payment of the re-renting fee of \$100.00. Landlord may also require appropriate documentation to substantiate such a request. However this shall not release the tenant or tenants estate or survivors from obligations under the lease.

B. HOUSE PURCHASE

If Tenant purchases a house in the community and wishes to be released from this lease, the tenant shall give notice on/if such event on the form provided by the Landlord's Management Agent. The re-leasing fee and all charges listed above shall apply.

If the Landlord's Management Agent is involved with the real estate transaction and will receive a commission as the listing, selling or referring broker, then the Landlord at it's option may request the Management Agent to waive any of the charges due as stated above.

C. Priority of re-leasing and reimbursement of landlords costs

Tenant evicted for nonpayment or lease violations shall be responsible for the releasing fees applicable above. The re-renting fee is to cover re-renting expenses of maintaining and staffing a model, advertising, and administrative fees. Landlord agrees to use all reasonable means (BEST EFFORTS) to re-rent the apartment to accommodate the Tenant's transfer. Priority of re-renting shall be agreed to as {1} units that become available in due course first, {2} units made available by management administrative action, {3} job transfer house purchase requests in order based on date of receipt of such request. It is specifically understood that the Tenant shall be fully responsible under the terms of the lease until such time as the Landlord is able to re-rent said apartment at the then current rental rates. In addition any costs including but not limited to utilities, commissions, referral fees, rebates or incentives given to re-rent the unit shall be charged to the exiting Tenant as well as any incentives given the Tenant will be re-prorated and charged to the Tenant if they terminate this lease early. If this lease is terminated by Landlord for breach by Tenant per Wis. Stats. 704.17 terminated Tenant shall be responsible for costs per Wis. Stats. 704.29 including but not limited to a re-marketing fee or incentive as stated above. Certified units shall be charged market rate rent from the date vacated by tenant. Landlord is not obligated to re-rent tenants unit as a Certified unit and may charge exiting tenant for any loss of rent incurred due to such shifting of unit status.

C. (I)

Landlord at it's option and tenant may negotiate separate agreement to provide for early exit and termination of lease responsibilities. In such event tenant shall not be entitled to any rebate, refund, or prorate.

4. It shall be recognized that Landlord's policy is to charge additional rent for leases less than 1 year and the above provisions are established as a method of placing the economic burden on tenants with short term tenure rather than those lease complying Tenants. The landlord at it's option may elect to classify the lease breaking tenant to have been a Short Term Tenant and charge the additional Rent of \$50 per Month

5. BOUNCED CHECK

If a rent check is returned due to non-sufficient funds (NSF) or STOP Payment, an administrative service fee of \$25.00 will be charged, plus costs charged by Landlord's bank. All further rental payments must be made in the form of money order or certified funds. **THERE WILL BE NO EXCEPTIONS!**

6. ACCOUNTING PROCEDURES

Additional rent or re-renting fees will be applied to remittances first. {see Security Deposit posting} Rent receipts are not issued for checks or money orders. Statements are sent monthly to Tenant with outstanding or credit balances. If a Tenant would like a printout of their account, please request by phone and it will be mailed. Endorsement of checks by Landlord with restricted or conditional endorsement statements shall not constitute agreement by Landlord for full payment or settlement, unless accompanied by a separate document or letter signed by the Landlord agreeing to the conditions of such conditional endorsement.

7. UTILITIES.

Utility charges which Tenant shall pay promptly when due, including: all those not mentioned above as being included in rent. Tenant shall notify Landlord if utilities have been or are going to be disconnected. If the Tenant permits the disconnection of utilities for non-payment, such an event shall constitute a breach of this lease. If Landlord has the utilities restored to protect the premises, Tenant shall be responsible to reimburse the Landlord for the utilities used until the unit is reoccupied by a new Tenant, or lessee makes arrangements with the proper utility to have service restored to their account. Tenant is responsible for all utilities until date of expiration of this lease or any extensions even if Landlord takes possession for purposes of mitigation. Landlord reserves the right to specify utility company providing service any utility or commutation service.

8. CABLE TV.

See attached Lease Addendum "C", which is concurrent with the master lease (Payable monthly, as additional rent or if included no pro-rates or discounts for disconnects.) Channels 11, 21, & 22 are agreed to be used for in house programming at Landlord's option.

9. TELEPHONE

Not included in rent. Tenant shall provide residence & work/ emergency telephone number to Landlord to facilitate communication for service or other communications the Landlord deems necessary.

9 a. Internet Service

Tenant agrees to comply with the service agreement provided by the Internet service provider and use is limited to 200 hours. Nailed up dial up connections and capture of disproportional bandwidth are prohibited.

10. RENEWAL OF LEASE OR CONVERSION TO PERIODIC TENANCY WITH 60 DAY {one month + 28 days} NOTICE TO VACATE REQUIRED - SHORT TERM TENANT.

This lease shall be automatically renewed, without notice from either party, on the current terms as offered to new Tenants, providing the landlord provides notice of the new terms before the lease expiration. If the Tenant elects not to renew the tenancy shall be converted a 60 day periodic tenancy "SHORT TERM TENANT". In the case where the landlord indicates that a renewal will not be offered. Tenant shall vacate on the last day specified in this lease of be classified as a Hold Over Tenant, subject to double daily damages. All other terms of the expiring lease governing the occupancy shall control. Including but not limited to loss of PPDR for late payment. The rent is payable in advance every 60 days at the then current market for a Short Term Tenant rate charged for the unit type. The Tenant may elect to part pay such rent and Landlord, at its option, may accept part payment and allow a PPDR each 30 days on the 1st of each month which ever is most convenient to the accounting procedures of the Landlord without the tenancy being considered a 30 day periodic tenancy.

a. The 60 day periodic tenancy requires, a 60 day written notice of intent to vacate with restrictions as noted below. If Tenant during the first {60 day} periodic tenancy chooses not to renew with a new lease, commencing with the first {60 day} period. Any increases in rent, or elimination, adjustment, or reduction of, utility, amenity, or service included previously in rent during that period shall be recognized by Tenant. Landlord, at its option and for its benefit may allow notice to vacate mid-term of the 60 day periodic tenancy. The principal idea is to provide Landlord with sufficient lead time to re-market the unit to a qualified and suitable Tenant. **Landlord however hereby restricts and will not recognize any notice regardless of date of notice to vacate from a Short Term Tenant which would create a vacancy during the months of November and December.**

I. In addition to any increases in rent and restrictions on notice to vacate, Tenant shall pay a premium as a Short Term Tenant for the convenience of occupancy without a 1 year lease The Short Term Tenant rate of \$50 per month as additional rent over the long term rate charged. Certified Tenants are required to have submitted all necessary income verification forms current. Before lease expiration or shall be deemed Market Rate Tenants.

11. SUBLETTING:

Tenant shall not assign this lease, nor sublet the premises or any part thereof without the prior written consent of Landlord, or to advertise to sublet for a releasing fee. Certified units are subject to stringent waiting list by Federal priorities. Tenant acknowledges that this priority list must be used in any subletting (see Sec II Paragraph 3, 4). **Therefore, if Landlord permits an assignment or a sublease, or by re-leasing premisses for Tenant such permission and or re-leasing shall in no way relieve Tenant of Tenant's liability under this lease.**

12. SECURITY DEPOSIT:

Upon execution of this lease, Tenant paid or entered into an agreement to pay security deposit in the amount of equal to the monthly rental to be held by Spring Isle, A Wisconsin Limited Partnership (**Security Deposits do not draw interest.**) The deposit, less any amounts withheld, will be returned in person or mailed (date of mailing deposit shall be the postage metered date as affixed by the Landlord) to Tenant's last known address, i.e. the address of the unit formerly occupied by the Tenant after Tenant vacates the premises. Wisconsin Statutes Sec 59.07 (108) and 943.215 provide for severe penalties for failure of the Tenant to provide forwarding address if the Tenant vacates unit owing more than the security deposit held by Landlord.

Tenant's date of vacating premises shall be considered the end of the calendar month if Tenant vacates earlier in the month. It is agreed that Landlord takes possession for purposes of mitigating damages for {Landlord or Tenant} which tenant is held liable. Including but not limited to rents, re-renting fees & other costs Tenant shall notify Landlord of forwarding address. This provision shall control even if Landlord has re-rented unit for a portion of the month.

If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damages (defined as additional rent) with the Landlord standard billing format or move-in/out form with accounting for any amount withheld. The reasonable cost of repairing any damages caused by Tenant, normal wear and tear excepted, will be deducted from the security deposit or billed as additional rent. If a replacement is necessary due to Tenant damage, the cost not allowing for depreciated value due to previous use will be billed per the negotiated base price as contained in the move in inspection acknowledged by the Tenant or House Rules. Outstanding charges to Tenant including but limited to: rent in the form of on improperly taken PPDR, Job Transfer fees, or in the case of termination of the lease for breach, legal and process server fees shall also be withheld. **Tenant has 7 days after the beginning of the lease term to notify Landlord in writing of damages or defects in the premise;** no deduction from Tenant's security deposit shall be made for any damages or defects of which notification is given unless said damages or defects are corrected by Landlord during Tenants Lease term. Satisfactory correction of any such defects are agreed to have been corrected by documented service order signed off and dated during the term of the lease or any subsequent renewal by the service person and/or his supervisor who inspected the completed remedial action required by such defect.

13. SECURITY DEPOSIT & ADMINISTRATIVE FEES:

Security deposit payments received after the 10th of the month are subject to an additional \$10 administrative charge, and all rental payments received after the 15th of the month shall be subject to an additional \$10 administrative fee in addition to any loss of PPDR discount. All payments must be paid in the form of check, certified check, or money order. **NO CASH WILL BE ACCEPTED.**

14. CREDIT ENHANCEMENT:

a. The Landlord at it's discretion may require and request additional security deposit if Tenant's previous and/or current payment history, credit rating and/or lack of credit rating information, or other Tenant actions reasonably (such as poor house keeping or damages) which in the Landlord's opinion warrant additional security deposit or payment history reflects that the landlord may be in jeopardy of nonpayment of rent or additional rent or damages.

b. The Landlord can also require Tenant to execute any other instrument, including but not limited to security agreement on personal property, wage assignment, notes or personal guarantees of third parties to secure security deposit notes, rent due or to become due, or any other reasonable charges which may become due to Landlord by Tenant.

15. SECURITY DEPOSIT IN LIEU OF RENT:

Security Deposit CAN NOT be used by Tenant in lieu of ANY/OR the last month rent. Landlord's policy is to commence **IMMEDIATE EVICTION** proceedings on any Tenant who has not paid (PPDR) rent on or before the 1st of the last month of tenancy.

16. VACATION OF PREMISES:

a. Tenant agrees to vacate the premises at the end of the lease term or the extended lease term, and promptly deliver the keys to Landlord by 12:00 P.M. (Noon) (\$25.00 per hour penalty shall apply) on the last day of the lease or such extension. Should a Tenant give or receive notice to vacate, and fail to vacate on the specified date/time and become a hold-over Tenant, the hold-over Tenant shall be responsible for the Landlord's damages, including, but not limited to: statutory double daily rent, administrative costs, costs of providing accommodations, re-moving and storage of household goods of the units next lease-hold Tenant, and all other costs incurred by the Landlord in accommodating the lease-hold Tenant. If the Tenant failure to vacate causes the Landlord to provide a substitute unit to accommodate the lease-hold Tenant, then the hold-over Tenant shall be responsible for a 2nd re-lease up fee of \$250 in addition to any other re-leasing fee levied and loss of rent. Hold-over Tenant hereby grants to Landlord permission, at his option and without liability, to remove from the premises household goods and personal property and place in storage. The hold-over Tenant shall be responsible for all costs of such moving and storage. **In addition, Landlord may charge the hold-over Tenant (as provided by Wisconsin Statutes), double the rent per day at the current gross market rate rent, if hold-over Tenant fails to vacate apartment at said time.**

I. If Tenant gives Landlord required written notice to vacate on a specific date and later requests an extension in writing, and Landlord confirms in writing such mutual understanding to extend the term of tenancy, Landlord may at his option extend the time of vacation to the requested date of vacation, but will charge as additional rent for administrative and marketing costs \$100 for each such extension request. If Tenant recants such request, the date of recanting confirmed in writing by Landlord shall constitute the new effective date of 60 Day notice of Vacation.

b. If Tenant vacates unit leaving premises in such a condition i.e. {extra-ordinary wear and tear or damages} as that the Landlord would be unable to make the unit ready for a new Tenant within 24 hours, (16 man hours) the Tenant shall be liable for rent lost as hold-over Tenant for full or part months of vacancy until such remedial action or repairs can be completed under the best efforts of the Landlord and unit is available for occupancy. Landlord is to notify Tenant of such circumstance within 72 hours of determining such event, Landlord will use best efforts to contact by phone, with confirmation by posting on entry door to unit mail or by certified mail addressed to Tenant's last address. Tenant acknowledges that he is required to be present at the Move-Out walk through inspection. If Tenant fails this requirement tenant has 10 Days from the date of mailing of such move-out report completed by management to submit any written objection, and shall be liable for charges as presented.

17. LANDLORD'S RIGHT TO ENTER:

Landlord may enter the premises at reasonable times and with 12 hours advance notice, with or without Tenant's permission, to inspect the premises, make video tape or photograph or document condition of dwelling unit, make repairs or perform preventive maintenance, show the premises to prospective Tenants, or to comply with any applicable law or regulation. Notice may be made by personal contact, posting of notice on the dwelling unit entry door, or by Cable T.V. bulletin board (cable channel 11,21 or 22 (H) and/or channel 22) or channel as may be designated by Landlord. Landlord may enter with less than 12 hours advance notice upon specific consent of Tenant. No advance notice is required for entry in a health or safety emergency, or where entry is necessary to preserve and protect the premises or Landlord's equipment from damage, with or without Tenant's presence or to comply with lawful Government order. Landlord shall use best efforts to contact Tenant for permission to enter; however, if Tenant is unable to be contacted, then the posting of a notice of intent to enter on the premises, or by Cable T.V. bulletin board (cable channel 21 (H) and/or channel 22), shall be deemed to be proper notice. Denial of access shall be considered breach of this lease.

18. ABANDONMENT BY TENANT:

If Tenant abandons the premises before the expiration of the lease term, Landlord shall make the best reasonable efforts to re-lease premises and shall apply any rent received, less cost of re-leasing, to the rent due or to become due on this lease, and Tenant shall remain liable for any deficiency. {see Sec II. 12. security deposit} If Tenant is absent from the premises for three successive weeks without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned. The Landlord may evidence the commencement of said three week period by including, but not limited to: uncollected newspapers, mail, delivery notice of non-delivery by any common carrier, lack of acknowledgment of any notice of violation of lease, or missing persons report to Landlord by constabulary, relative, roommate, or neighbor.

a. If the Landlord determines that it is in jeopardy of receiving future rents, then the premises may also be deemed abandoned, if including, but not limited to:

- i. The Tenant's possessions or household goods have been substantially removed from the unit.
- ii. The Landlord is contacted by the utility company for transfer of billing of the utilities to Landlord or utilities have been disconnected by utility for non payment or at customers request.
- iii. The Landlord is contacted and informed by the proper authorities and Landlord verifies that Tenant is to be detained, incarcerated, hospitalized, otherwise sequestered, or has fled to avoid prosecution.
- iv. The Tenant becomes or is declared Deceased and rent is unpaid and notices not responded to by the estate of the deceased. However such deceased condition does not relieve the estate of such Tenant of lease responsibility.

19. DISPOSAL OF TENANT'S PROPERTY:

If Tenant shall leave any property on the premises {all personal property on leased premises shall be deemed Tenants} after vacating or abandonment of the premises, Tenant shall be deemed to have abandoned the property, and Landlord shall have the right to dispose of the property as provided by Wis. Stats. 704.05 (5). Tenant shall hold harmless Landlord for such disposal . Landlord assumes no liability for security of items left behind.

20. IF THE TENANT IS ADJUDGED BANKRUPT:

Then the Landlord may use any security deposit, (which shall be considered by this lease as property with a security interest vested in the Landlord), held to off-set any rent additional rent or damages due or incurred not necessarily (billed) at the date of bankruptcy. Landlord shall prorate rent to the date provided for by law, and may request Tenant to replenish security deposit. Further, if the Landlord has instituted action for eviction for non payment of rent or other reasons at the time of the bankruptcy, any relief of the bankruptcy court shall not stay execution of eviction.

21. FRAUD

If the Tenant has gained occupancy by false statements, misstating or omitting information on the Application For Admission or certification of income the Tenant acknowledges that Tenant is subject to penalties or sanctions by the landlord for committing fraud in conjunction with the application or income certifications. Including but not limited to eviction for fraud, misrepresentation, or omission of any condition or information which the landlord used in approving the application for admission to the project or continued residency under certified Tenant rent. Since an act of fraud is by its insidious nature a willful and wanton act by tenant. Therefore the Tenant would be precluded i.e. unable to cure a default by act of fraud. Under this provision is categorized as a substantive violation of the lease. the Tenant here by waives any opportunity to cure such a violation and acknowledges that a cure is impossible. Additionally civil and criminal penalties as provided by law maybe enforced. (see V. 1. a.)

III. SPECIAL CONDITIONS.

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In concert with House Rules the following items are of special regard to the occupancy and over mutual understanding of the Landlord and Tenant.

1. DELIVERY:

Apartment is being delivered in clean condition, and will be turned back at termination of this lease in same clean condition. For reasons of hygiene, carpets are to be cleaned by approved method at the expense of the vacating Tenant, or Lessor shall have apartment cleaned vinyl floors striped (including carpets) by commercial cleaner or Management Companies Staff and amount charged shall be deducted from the security deposit per the schedule of charges contained in the House Rules. {see SEC II. 12.}

NOTIFICATION OF WISCONSIN DEPT. OF AGRICULTURE REGULATION COMPLIANCE

2. NEGOTIATION OF REPAIR & CLEANING CHARGES:

Tenant is required to examine the suggested schedule of charges and negotiate any charges objectionable at the time of the move-in inspection unless any charges are re-negotiated and defined at the time of the move-in inspection, Tenant acknowledges that the schedule of suggested charges as presented on the move-in inspection form are agreeable and have been fairly negotiated by the Tenant with the Landlord. Renegotiated charges must be initialed by inspector and the Tenant.

3. FORMER TENANTS CHARGES:

Tenant may request a copy of former Tenants move-out inspection (charges to previous Tenants may be blacked out) The copy will be provided within 30 days or within 7 days of landlord notifying previous tenant of charges which ever is later. Tenant may also decline such written report as may be provided for in contract documents or release forms by Landlord.

4. SECURITY DEPOSIT POSTING:

The Security Deposit or Note posted in temporary lieu of cash security deposit shall be considered PREPAID RENT held in the project operating accounts, so long as the security deposit is separately accounted for, even if co-mingled with HUD required escrowed funds in demand or money market accounts until move in inspection is made and security deposit is fully funded in cash. Then it will be considered as a security deposit as defined by Wis. Statutes and Wis. Dept. of Agriculture Regulations.

5. HOUSEKEEPING INTERIOR:

See Section V TENANT OBLIGATIONS paragraph 8.

A. HOUSEKEEPING EXTERIOR:

All grills, outside furniture, bicycles, etc., shall be stored in the exterior storage area when not in use. No storage is allowed on the patio/balcony areas -- **specifically of trash/aluminum cans, etc.** Parents are responsible for keeping the outside areas around the building picked up and keeping children out of the graveled shrub beds, chalk drawings or graffiti on sidewalks or patios is not permitted. Landlord shall issue a written notice to Tenant in case of a violation, and Tenant shall be responsible to remedy the matter within 24 hours or Landlord shall levy a \$10 per day charge until such violation is taken care of. **Kiddy pools or other materials that would unduly disturb lower tenant are prohibited from patio decks.** Disposing of trash or cigarette butts by discarding off of deck is a substantive lease violation.

6. PARKING & VEHICLES:

Tenants shall park their vehicles, including but limited to cars, motorcycles, and bikes in their appropriate parking stalls motorized vehicles shall not park or be stored on sidewalks or patios. Semi- tractors & trailers are prohibited from the project campus unless special arrangements are made and a permit issued for the vehicle. Bikes shall not be locked to the building or any part thereof. Vehicles of visitors or residents are not to be parked or driven on the lawn or landscaped areas, nor will vehicles be serviced or repaired, have oil changed, or be washed, etc. on the premises. Unlicensed a/o nonoperational, unauthorized vehicles will be towed at owner's expense. No storage of any vehicle is allowed including but not limited to: recreational vehicles, including boats, boat trailers, campers, snowmobiles, etc. Tenant promises to move vehicle or other personal property to facilitate snow removal, including compliance with the direction of the Landlord's audible signal (siren), Cable T.V. Message, or personal notification. If Tenant fails to move vehicle or personal property, Tenant grants permission to the Landlord to tow or relocate any vehicle at Tenants expense.

7. RECYCLING:

a. Tenant's duties. Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Landlord for the sorting and separating of such designated recyclable materials.

b. Landlord; rights if Tenant fails to comply. Landlord reserves the right, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash which is not separated and sorted as required by law, and to require Tenant to arrange for such collection, at Tenant's sole cost and expense, using a contractor satisfactory to Landlord. Landlord may deem such violations of Wisconsin law and local ordinance as CRIMINAL ACTIVITY WASTE under Section V Paragraph 3 (a) (b) and institute sanctions for lease violations.

c. Fines and penalties; indemnification of Landlord. Tenant shall pay all costs, expenses, fines, penalties, or damages imposed on Landlord or Tenant by reason of Tenant's failure to comply with Paragraphs a and b above, and shall indemnify, defend, and hold Landlord harmless from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Landlord, if Landlord so elects. Tenant's noncompliance with Paragraphs a, b or c shall constitute a violation of a substantial obligation of the tenancy and Landlord's rules and regulations. Tenant shall be liable to Landlord for any costs or expenses including attorneys' fees, of any action or proceeding by Landlord against Tenant, based upon Tenant's breach of Paragraphs a, b, or c.

8. ARCHITECTURAL APPEARANCE:

a. Stickers, decals, wallpaper, etc. are not to be attached to any surface in the dwelling unit or the exterior of the building. Christmas decorations are exempt but must be removed by January 10th or Landlord may remove and charge Tenant the cost thereof.

b. If a Tenant elects to provide their own window covering, the exterior surface exposed to the exterior of the building, color shall match the color selected by the Landlord. Tenant shall be responsible for any rehangings and replacement of drapes or rods to the original upon vacating.

c. No laundry shall be left to dry hanging in front of apartment windows, nor any portion of the outside of the building including balconies.

9. DECORATING:

Re-decorating by management is done as needed. Tenant is to check with the management for written permission to, including, but not limited to: paint, carpet or wallpaper. A list of approved colors and contractors will be provided at Tenants request. Tenants will not be allowed to do their own painting or wallpapering. Touch-up paint will be provided upon request for the convenience of the Tenant. The use of touch-up paint is **at the risk of the Tenant**, i.e. if you use touch-up paint and leave un-matching blemishes on the walls, this will cause us to redecorate for a new Tenant moving in, and you will be charged for the redecorating. Tenant acknowledges such responsibility for the use of such touch up paint. **{SEE TACKS & NAILS}**

10. MAXIMUM OCCUPANCY:

The maximum occupancy of the apartment shall be based upon two persons per bedroom. Maximum number of persons allowed in each bedroom shall be two, with the exception of the master (large) bedroom in a three bedroom unit, which may be utilized as a dormitory style room for a maximum of three persons. Landlord reserves the right to charge additional rent per month in advance and for arrears at the rate of \$75.00 per person if more than 2 persons per bedroom are utilized with or without the Landlord's acquiescence or permission.

11. DOMESTIC VIOLENCE - UNSOCIAL BEHAVIOR:

Domestic violence or other unsocial behavior will not be tolerated! If the Landlord is made aware of such circumstance, Landlord without prejudice, may institute action to evict, eject, exclude, peace bond, or obtain restraining order against any Tenant, co-tenant or visitor pending adjudication without limiting the liability of the Tenant for rent under this lease. Landlord may also require Tenant to obtain restraining order at their expense to restrain any person or persons Landlord deems as a disruptive nature which disturbs the peace of the project or create a potential threat to the safety of the residents of the premises. Such order shall encompass the entire campus of the Spring Isle project. Failure to obtain such order when required by Landlord shall be considered a breach of this lease.

a. Unsocial behavior by Tenant or member of the Tenant's household, Guest, or Associate Shall constitute a substantive violation of this lease. Any repeated violation of this or similar provision within the normal 5 day right to cure shall constitute sufficient evidence to proceed to immediate eviction.

b. The tenant is responsible for the safety and conduct of their children, you must personally supervise your children's activities. Unsocial conduct or vandalism to the premises by the tenants children constitutes breach of this lease. The management will not baby set your children!

12. HOPPING APARTMENTS:

If a Tenant wishes to transfer to another unit (either changing from a two bedroom to a three bedroom unit, or from a three bedroom unit to a two bedroom)

15. SECURITY:

Tenant shall not re-key or change locks without permission of Landlord. For the safety of all residents Landlord maintains a Master Keying system for the development. Master Keys are used in keeping with the Landlord's Right to Enter. Landlord will install chain night lock if requested to do so, but reserves right to charge for such service or the restoration of premises after removal of same. A charge of \$25.00 shall be billed for lockouts

IV. LANDLORD'S OBLIGATIONS.**The Landlord agrees to:**

1. **Maintain the development** improvements in a decent, safe and sanitary condition.
2. **Comply** with the requirements of all applicable building and housing codes materially affecting the health and safety of Tenants.
3. **Repairs to be made;** needed repairs and do whatever is necessary to keep the unit in a fit and habitable condition, **provided, however that Tenant shall pay** within 10 days of billing, **for repairs and other expenses incurred by Landlord**, including loss of any rent required as a result of any negligent act of Tenant, Tenant's family or guests. Failure to pay shall be a violation of this Lease.
4. **Maintain Mechanical Systems** electrical, plumbing, sanitary, heating, ventilation, and other facilities of the Project in good and safe working order.
5. **Provide solid waste disposal** and maintain appropriate trash receptacles about the Project and to collect trash on a regular basis. **Subject to Recycling provisions of this contract.**
6. **Provide extermination** services as necessary. {Flying insects excluded unless precipitated by Tenant or Landlord} In any case Landlord shall not provide temporary accommodations during such services. When vacation of the lease-hold premises is required for the preservation of the premises, Landlord shall not be liable for Tenant's expenses and damages, including motel, restaurant, meal, laundry, and other living expenses incurred by Tenant as a result of such vacation, but shall abate Tenant's rent on a prorated basis until and for such time as the premises are restored to a habitable condition. Landlord reserves right to assess costs and damages to Tenant who brings into the project such vermin through direct transport or providing direct habitat through poor housekeeping or sanitation.
7. **Maintain Development Grounds** and shrubs. to local community multifamily complex standards.
8. **Landlord's liability** shall be limited to providing a substitute unit of comparable bedroom number if the unit leased at move in date/time is unavailable due to circumstances beyond the Landlord's control, or at the Landlord's option temporary accommodations and storage of household goods.

V. TENANT OBLIGATIONS.

During the lease term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:

1. OCCUPANCY RESTRICTIONS.

To use the premises for residential purposes only by Tenant and Tenant's immediate family as specified by the Tenant and approved by Landlord in the Tenant's application of admission. All others shall be considered trespassers and be subject to eviction from premises and prosecution under criminal trespass.

I. Written permission to operate a baby sitting service or day care facility must be obtained by tenant before attempting to operate such a facility.

a. If tenant has misrepresented any material facts on the application for admission and there by obtained housing by misrepresentation Landlord at its option may declare a breach of the lease and terminate the tenancy and evict for tenant's act of bad faith.

2. GUESTS:

Not to permit any guest or invitee to reside in the premises for any period exceeding two weeks (14 Days) per a one year period, per individual guest or invitee, { written permission is required for any guest in excess of 7 days continuous visitation} without prior written consent of the Landlord. Anyone found in your apartment who is not a registered guest or is in excess of the two week guest policy, may be considered a trespasser and ejected . If you are going to be gone for several days and will have someone house-sitting for you, please make sure they are registered at the office. You are responsible for any and all actions, including breach of lease for noise or any other activities. People located on the premises who are not registered and are causing a disturbance, or the Landlord has reasonable cause to suspect illegal activities, or a general nuisance, the Landlord retains the right to have those persons ejected for trespassing and take appropriate actions to secure the Tenant's dwelling unit of further future invasions.

3. CRIMINAL ACTIVITY WASTE:

Not to make or commit waste, { Vandalism } or permit use of the premises for any unlawful purpose, or any purpose that will injure the reputation or physical of the premises or the building of which they are a part.

a. The Tenant agrees that the Tenant and members of the household Guests, Family, and Affiliates must not engage in or permit:

I. Any criminal activity, including drug-related criminal activity, whether in the unit or elsewhere on or near the project; or

ii. Any other unlawful activity in the unit or on the project.

b. Tenant shall not in the LEASED UNIT, hallways, parking garages, parking lots, maintenance areas, laundry rooms, lobbies, and all other common and/or public areas of the building (the foregoing are collectively referred to herein as the PREMISES) engage in or permit any drug-related criminal activity, or engage in or permit any activity that endangers the health or safety of other Tenants, in LANDLORD's sole discretion, or engage in or permit any activity that is, in LANDLORD's sole discretion, otherwise injurious to the community or its reputation.

"Instances of such conduct shall include, but not be limited to: Tenant's permitting any co-tenant, occupant, member of Tenant's household or family, guest, invitee, affiliates, or other persons Tenant permits to occupy or use the PREMISES, to use, manufacture, purchase, sell, or otherwise distribute illegal drugs or illegal drug-related paraphernalia in or about the PREMISES.

"The restrictions contained hereunder are material obligations under the LEASE tenant shall be subject to termination of lease and immediate eviction. For purposes of this section, LANDLORD's receipt of complaints from other residents or building employees shall be evidence that TENANT has violated the foregoing restrictions."

4. HAZARDOUS MATERIALS:

Not to use or keep in or about the premises or dispose of anything which would adversely affect coverage of the premises or the building of which they are a part under a standard fire and extended insurance policy. Also, any material that has been declared hazardous by the Department of Natural Resources or the Environmental Protection Agency. Landlord may declare an Emergency and have the Hazardous Materials removed from the premises without Tenants permission without limiting the Tenants liability for breach the cost of such removal to be paid for by Tenant.

5. NOISE A/O DISTURBANCES:

Not to make excessive noise or engage in activities which unduly disturb neighbors or other Tenants in the building or project in which the premises are located. Sound Decibel levels are established as 10 Decibels (DB) above normal background noise (subject to revision). The Landlord's security personnel or it's consultants testimony and data shall be unimpeachable and with out defense. This evidence shall be agreed to be presented under small claims court rules regardless under which court the matter is heard, at any time. The House Rules and must be complied with! The Tenant and Landlord agree that if the noise can audibly be heard {able to be distinguished} IE the music selection / or conversation outside of the dwelling unit the noise is in violation of the lease provision.

LANDLORD's receipt of complaints from other residents or building employees shall be evidence that TENANT has violated the foregoing restrictions."

6. PETS:

Not to keep in or about the premises any pet unless specifically authorized as a special condition of this lease with exception of small birds (canaries and parakeets) or fish with a 25 gallon limit on aquarium size with out special permission. **Separate pet lease and security deposit is required market rate units only. Certified units are not allowed pets under any circumstances and are subject to eviction if in violation of this provision.** {Special consideration for handicapped which require the services of a specially trained pet for assistance shall be made by Landlord} No Pet sitting is allowed under any circumstances. **Additional RENT charges for unauthorized pet or pet violations of failure to properly curb (collect feces at time of emanation by pet) shall be considered additional rent.** Landlord may charge as additional rent \$50.00 per animal, per month and \$10.00 per violation of proper curbing plus costs of damages to landscaped areas. If Tenant introduces a pet on to the premises without properly securing the required written permission then the additional rent charge of \$50.00 per month or part there of shall accrue from the first day of such introduction, and unless documented otherwise by Tenant, shall be considered the first day of occupancy of this lease. If pet contaminates premisses due to fleas, fecal material, urine, or other odoriferous emanation tenant shall be responsible for cost for removal of such condition from the premisses and for any loss of rents or revenue incurred by the landlord. {see Sec II 16. B.}

7. LAWFUL ORDERS:

To obey all lawful orders, rules and regulations of all governmental authorities.

8. MAINTENANCE BY TENANT:

To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear excepted. Tenant is responsible for minor maintenance as required by Wis Dept. of AG. Regs. Tenant is required to have for their use in the demised premises at minimum: hand tools, vacuum cleaner, and toilet plunger. Periodic vacuuming and cleaning of carpets shall be at Tenants efforts or expense. Light bulbs are the responsibility of Tenant. Landlord will bill Tenant for Tenant initiated service calls. SEE HOUSE RULES FOR DETAILS! Stripping and waxing of the vinyl floors and Carpet cleaning by use of approved carpet cleaner and approved chemical detergent is a requirement of this lease as part of the clean up by Tenant before {with in 48 hrs. }of move out. Use of Dry chemical, foaming, or spray can carpet cleaners or is strictly forbidden! **NOTICE: If undiscovered damages or defects in cleaning and/or insect infestations, odorously disgusting emanations from pets (authorized or not) or persons are discovered after move out inspection.** landlord reserves the right to correct such defects and bill tenant at any time after tenants vacating dwelling unit.

9. HEAT:

If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage 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. If Landlord for the convenience of and at the request of Tenant makes periodic inspections of the premises during Tenants absence the Tenant shall not be released from the above obligations or liability.

Electric:

Tenant is required to provide electric utility to the dwelling unit during the term of the lease failure to do so may result in damage to the appliances and premisses. Failure of the Tenant to provide this necessary utility is a substantive violation of the lease as lack of this utility disables life safety appliances. Tenant shall be liable for any damage caused by failure to provide this utility.

10. TACKS & NAILS:

Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following: (a) paint upon, attach, exhibit or display in or about the premises any sign or placard; (b) Alter or redecorate the premises; © Drive nails, tacks, screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the premises; (d) Attach, place or affix anything to the exterior of the premises including landscaped areas of the building in which it is located. (e) Installation of throw rugs or carpeting over the top of the Landlord's carpeted areas shall incur liability of the Tenant for additional charges for replacement of floor coverings with or without Landlord's permission.

11. NEGLIGENCE:

To be liable for all acts of negligence or breaches of this lease by Tenant and Tenant's guests and invitee. The Tenant is specifically made aware that double damages (as a punitive award by the court for waste) will be aggressively sought by suit by the Landlord for negligence or criminal damages. Tenant may be further prosecuted for misdemeanor or felonious conduct by the appropriate governing authority.

12. INSURANCE:

Provide renter's insurance to protect their household goods and personal property, and indemnify their liability for casualty and damages caused by acts of Tenant. Landlord requires certificate of insurance with landlord as a named insured. If Tenant fails to provide to the landlord the certificate of renters insurance within 30 days of the date of initial move in or if any subsequent renewals or coverage is canceled. Then the landlord may obtain coverage and bill the tenants account or deduct from security deposit. Written permission is required for installation of water bed as this may leak and damage property and incur liability beyond the economic ability of Tenant

13. RECREATION FACILITIES:

Tenant and House Guests (House Guests may be restricted from any development activity or amenity) may be permitted to use recreational facilities. Tenant shall release Landlord from any liability from any casualty arising from said use by Tenant or Tenant's Guest.

14. BREACH OF LEASE:

If this lease is for a term of one year or less, should Tenant neglect or fail to perform and observe any of the terms of this lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice:

Landlord may declare this tenancy terminated and institute action to expel Tenant from the lease premises without limiting the liability of Tenant for the rent due or to become due under this lease.

A Warning about eviction:

If you Are evicted for breach of your lease per Wis.Stats. 704.17 you are responsible for the rent and utilities even if you are not living in the apartment you have been evicted from. Wisconsin Statutes 704.29 allow the Landlord to collect from the evicted Tenant loss of rent, and damages, incurred for breach of the lease which is a legal contract. The Landlord will aggressively pursue any available legal remedy including Wis. Statute 704.23 for any substantive or repeated violations.

Certified Tenant has 10 days from date of notice to request meeting to resolve matter with Landlord, and respond to allegations made in termination notice.

- a.** If Tenant has been given such a notice and has remedied the breach, or been permitted to remain in the premises, and within one year of such previous breach, Tenant commits a similar breach, this lease may be terminated if before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice.
- b.** Acceptance of partial payment shall NOT under any circumstances constitute accord and satisfaction on arrangements for payment of rents or other charges {oral or written}, or offering of a new lease, or request for/and or recertification shall not discharge either a 5 day, nor a 14 day notice or eviction/ replevin action, only a written agreement shall constitute correction of the breach and reinstatement of the leasehold tenancy.

VI DEVELOPMENTS IN THE COURSE OF OCCUPANCY

1. DAMAGE BY CASUALTY:

If the premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the premises and if repairs are not made, this lease shall terminate. If the premises are damaged to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible. {See section V (12) Renter's Insurance}

2. LIABILITY OF MULTIPLE TENANTS:

All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this lease.

SEE ADDENDUM "R" FOR ROOMMATE INSURANCE.

3. DISCRIMINATION PROHIBITED:

Landlord and Tenant agree not to discriminate against Tenants based upon race, color, religion, creed, national origin, sex, age, handicap, ancestry, sexual orientation, familial status, membership in a protected class (such as unmarried mothers, recipient of public assistance, or have children). Landlord may use such social misconduct by tenant as basis for substantial lease violation and Eviction.

=====

4. SUPERSEDES: This lease supersedes and replaces *(with exception of any continuing guarantees or permission to enter)* any prior leases or agreements written or oral.

5. SEVERABILITY:

If any provision of the lease or application thereof to any person, or circumstances shall to any extent be invalid or unenforceable the remainder of this lease, or the application of such provision to persons or circumstances other than those to which it is invalid, or unenforceable, shall not be affected hereby, and each provision of the lease shall be valid and be enforced to the fullest extent permitted by law.

6. Venue:

The venue for any matter of dispute arising from this lease or collection shall be the Dodge County Small Claims court located Dodge County Wisconsin.

NAME AND ADDRESS OF CLOSEST RELATIVE NOT LIVING WITH YOU
to be contacted in case of emergency.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ RELATIONSHIP _____

IN WITNESS WHEREOF, the parties have executed this lease on

_____, 2009

LANDLORD: _____

Peter H. Knaup Co-General Partner

TENANT

(1) _____ (2) _____

Signature

Signature

(3) _____ (4) _____

Signature

Signature

We / I Decline copy of previous tenants move out form _____
Tenant Initials

Permission to enter apartment for Tenant requested service when no one is home is here by granted
on a continuing basis until revoked in writing.

Tenant _____

Signature

If this lease is for more than one year then the statutory **ACKNOWLEDGMENT OR
AUTHENTICATION** are attached as additional pages to the standard form.

This instrument was drafted by Christine L. Knaup.

I, the undersigned hereby guarantee rental payments as set forth in this lease and any subsequent
renewal and/or addendum thereto for the Tenant named herein, i.e. _____.

Guarantors Signature

(DATE)