

1511 Oregon Street, Oshkosh WI 54902 * 920-521-9006 * admin@bluefrogpm.com www.bluefrogpm.com

RESIDENTIAL LEASE AGREEMENT

A. PARTIES	 LANDLORD/AGENT: Blue Frog Property Management LLC, a Wisconsin Limited Liability Company, acting as Agent for Property Owner, (hereinafter referred to as "LANDLORD") 1511 Oregon Street, Oshkosh WI 54902 TENANT(S):
	(hereinafter referred to as "TENANT"), jointly and severally agree, that the LANDLORD does hereby lease to TENANT the described premises in the State of Wisconsin, located at address below to the Tenants listed below.
	3. Adult Tenants ages 18 and over
	Adult Tenant 1
	Adult Tenant 2
	Adult Tenant 3
	Adult Tenant 4
	Adult Tenant 5
	4. Minor Tenants age 17 and Under

B. PROPERTY ADDRESS	Address Unit City State Zip Code Storage locker number (if applicable) Garage number/Parking stall number (if applicable)
C. LEASE TERM	Move-in date at 3:00 pm on
	Lease start date
	Lease end date at 12:00 pm (noon) on
D. MONTHLY RENT	The monthly rent amount is \$
	First month prorated rent amount is \$
	The monthly pet rent amount is \$
	All rent is due by the First (1st) day of each month.
	Rent paid/postmarked up until $11:59$ pm on the 5^{th} of each month will not incur a late fee; thereafter, a penalty of \$75.00 late fee will be applied to the Tenant ledger.
	Rent is Payable to: Blue Frog Property Management, 1511 Oregon St, Oshkosh WI 54902 or via Tenant online portal at www.bluefrogpm.com
E. SECURITY DEPOSIT	The Security Deposit amount is \$
	The Pet Security Deposit amount is \$

F.	UTILITIES	1.	Responsibility for utilities is as follows:
			Tenant is responsible for:
			Landlord is responsible for:
		2.	If utilities are not separately metered and Tenant is responsible, the utility will be charged as follows:
		3.	If RUBS applies, see additional RUBS addendum.
G.	MONTHLY PORTAL FEE	A.	A \$5.00 portal administration fee per unit per month is charged to Tenant's ledger for Tenant's access to online products, such as but not limited to, Buildium, Property Meld, Emergency Answering service, etc.
н.	LOCKBOX CHARGE	1.	A one-time refundable lockbox charge of \$35 is charged to Tenant ledger and must be paid prior to move in date. The lockbox contains keys for the unit, which allows entry to said unit on move in date. The code to said lockbox will be provided to the Tenant at 3pm on move in day after all pre-move in items are completed by Tenant. Tenant will receive a full credit for the lockbox charge if the lockbox is returned to one of the Blue Frog Property Management business locations within (30) thirty days after move in.
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ı.	ADMINISTRATIVE CHARGE	1.	A one-time lease-up administration charge of \$99 will be applied to the Tenant ledger and shall be paid concurrent with first months rent.

J. PROPERTY DAMAGE LIABILITY WAIVER

 Prior to move-in Tenant is <u>required</u> to purchase and then keep in force, a Property Damage Liability Waiver policy of at least \$100,000 in liability insurance during full tenancy;

and

- 2. to indemnify Landlord up to \$100,000 for damages that result from Resident's negligence to the extent they arise from fire; sudden and accidental smoke; explosion; or water or other liquid that leaks, flows, or overflows from plumbing, heating, air conditioning, other equipment or fixtures, or personal property.
- 3. Tenant will automatically be enrolled in the Foxen Property Damage Liability Waiver Program upon signing of this lease agreement at a Tenant charge of \$14 per month per unit, in order to meet the minimum liability insurance requirement of this lease unless Tenant(s) specifically choose to opt out. See separate Foxen Addendum for further details.
- 4. If Tenant(s) choose to opt out of the automatic enrollment, Tenant is required to purchase, keep in force, and provide proof of said Property Damage Liability Waiver policy to Landlord prior to move-in, and upon the reasonable amount of time after Landlord's request thereafter.
- 5. If the Tenant(s) purchase a Property Damage Liability Waiver on their own accord, and at any time during the lease term the Tenant's coverage is cancelled or lapses or if the Tenant(s) do not provide required proof, or if the waiver does not contain the required information, Tenant(s) understand and agree that Landlord may enroll the Tenant(s) in the Foxen Property Damage Liability Waiver Program at a Tenant charge of \$14 per month, per unit, in order to meet the minimum liability insurance requirement of this lease.

K. RENTER'S INSURANCE

- 1. A Property Damage Liability Waiver is **NOT** a Renters Insurance Policy, it is a separate waiver.
- 2. Landlord recommends and encourages the Tenant to purchase a Renter's Insurance policy to protect Tenant's personal property and to protect the Tenant from any liabilities while living at the property.
- 3. Tenant should obtain renter's insurance to protect themselves and their personal property from such losses and from any liability while living at the property. Tenant understands that if they do not purchase a Renter's Insurance Policy that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or Landlord.

L.	RENTER'S INSURANCE CONTINUED WASHER & DRYER	 Tenant is responsible for insuring their personal property and expressly waives any claims against Landlord for loss or damage thereto by reason of fire, theft, act of God or other causes, other than Landlord's conscious act or negligence. Landlord is not responsible for any loss or damage to any personal property due to loss of power, sewer backups, floods, fire, or third-party action. Any washer and/or dryer located in the unit at commencement of the lease will not be repaired or replaced if/when they become inoperable. Exception:
M.	LAWN CARE & SNOW/ICE REMOVAL	 A. The Lawn care and Snow/ice removal and the equipment necessary to complete the tasks are the responsibility as follows: a. Single Family Dwelling – Tenant is responsible b. Duplex – All Tenants in both units share responsibility c. Tri-Plex – Landlord is responsible d. Four or more units – Landlord is responsible B. Lawn care includes but is not limited to, mowing, weeding, trimming, etc. in accordance with City rules and ordinances. C. Snow and ice removal includes but is not limited to, shoveling all walkways, driveways, steps, etc. and salting of icy areas. D. Exception:
N.	TRASH REMOVAL	1. Tenants are responsible for all trash removal and/or cost of receptable bins.
0.	PARKING	 Parking is as follows: Tenant(s) agree (if applicable) to abide by requests to move vehicle when necessary for snow removal.
0.	PARKING	 Tenant(s) agree (if applicable) to abide by requests to move vehicle when necessar

P.	FURNACE FILTERS	 Tenant(s) understand and agree if residence is a single-family home Tenant(s) are required to change furnace filters at a minimum of every three months (3 months) at Tenant expense. Tenant(s) understand and agree if residence is a duplex, that the ALL Tenant(s) in both units are required to share the responsibility to change furnace filters if only one furnace, at a minimum of every three months (3 months) at Tenant(s) expense. If Tenants are responsible for changing furnace filters and they are not changed as required and it becomes necessary for Landlord OR a third-party vendor to (1) change the filter OR (2) perform any maintenance caused by this not being completed, Tenant(s) will be charged for repairs and necessary supplies.
E.	SEPTIC TANK	 If Septic Tank is located on premises, Tenant is responsible for checking levels and contacting vendor for emptying as needed at Tenant expense. The Septic Tank is emptied prior to move-in date and shall be returned to an empty level at end of lease term at Tenant Expense. If Tenants are responsible for emptying Septic Tank and it becomes necessary for Landlord OR a third-party vendor to perform any maintenance caused by this not being completed, Tenant(s) will be charged for repairs and necessary supplies.
F.	PROPANE TANK	 If Propane Tank is located on premises, Tenant is responsible for checking levels and contacting vendor for filling as needed at Tenant expense. The Propane Tank is full prior to move-in date and shall be returned to a full level at end of lease term at Tenant Expense. If Tenants are responsible for filling Propane Tank and it becomes necessary for Landlord OR a third-party vendor to perform any maintenance caused by this not being completed, Tenant(s) will be charged for repairs and necessary supplies.
G.	WATER SOFTENER	 If Water Softener is located on premises, Tenant is responsible for checking salt levels and filters and refilling/replacing as needed. The Water Softener is full prior to move-in date and shall be returned to a full level at end of lease term at Tenant Expense. If Tenants are responsible for filling Water Softener and it becomes necessary for Landlord OR a third-party vendor to perform any maintenance caused by this not being completed, Tenant(s) will be charged for repairs and necessary supplies.

Н.	LANDLORD'S AGENT	 Payment hereunder is to be made to the Property Owner's Agent, Blue Frog Property Management, LLC, "Landlord" at 1511 Oregon Street Oshkosh, WI 54902. 920-521-9006 or via Tenant online portal at www.bluefrogpm.com Maintenance, management, service of process and notices for Landlord must be sent to the same address, or such place as Landlord shall designate in writing, or via Tenant online portal at www.bluefrogpm.com Tenant(s) understand that any property manager, rental agent, or employee thereof is representing Landlord as their Agent.
I.	PAYMENT TYPE	 Rent and/or any other payments may be paid by the following methods: Personal check, Cashier's Check, Money Order via postal mail, or via business office drop box EFT (Electronic Funds Transfer) via online portal. A .60 cent fee per EFT transaction charged to Tenant by third-party processor. Credit/Debit Card via online portal Convenience fee of 2.99% of total transaction plus \$2.50 is charged to Tenant by card processor (not Landlord). NO CASH will be accepted
J.	LATE FEE	 All Rents are due on the first day of each month. Rent paid/postmarked up until 11:59 pm on the 5th of each month will not incur a late fee; thereafter, a penalty of \$75.00 late fee will be applied to Tenant ledger each month rent is paid after the 5th.
K.	RETURNED PAYMENT	 Any Tenant returned payment shall incur a \$50 charge to Tenant's ledger. This includes but is not limited to, non-sufficient funds, closed bank account, etc. A processing fee may also apply. Any returned payment could result in disabling Tenant ability to pay via online portal.

L. RENT TERMS

- 1. Tenant(s) understand that the Security Deposit and Pet Deposit (if applicable) will be paid in full upon signing of this lease.
- 2. Tenant(s) understand that first month's rent and prorated rent are due one week prior to move in date.
- 3. Tenant(s) understand Monthly Rent is due on the first day of each month.
- 4. The terms Landlord and Tenant, as used herein, shall be taken to mean singular or plural, masculine or feminine and the provisions hereof shall bind all parties.
- 5. All Tenants, 18 and older, if more than one, are jointly and severally liable for the full amount of any and all payments due under the Lease and all terms of the Lease.
- 6. Acceptance of past due rent by Landlord from Tenant does not preclude the Landlord's ability to terminate the Tenant's tenancy through an eviction action.
- 7. If Tenant(s) continues to reside in the Premises after termination of their tenancy, a month-to-month tenancy shall ensue, and Landlord is entitled to a minimum double the daily Rent for the period of time after the tenancy ended until the Tenant actually vacates the unit.

M. TENANTS AND GUESTS

- Only the parties listed on agreement above shall be occupants living in the Premises during tenancy. Any unauthorized occupant(s) found to be residing or staying in the premises who are not listed on this agreement is considered a breach of this lease and will be subject to a notice for breach of contract and potential legal proceedings.
- 2. Tenant may have temporary guests in the unit if their presence does not interfere with the quiet use and peaceful enjoyment of other Tenants and if the number of guests is not excessive to the size of the unit.
- 3. Unless prior written consent is given by Landlord, Tenant may not have any person or persons who are not listed on this agreement reside in the premises for more than 3 consecutive days within any one-month period or more than 14 consecutive days within any one-year period.
- 4. Tenant shall be liable for any property damage, waste, or neglect of the premises that is caused by the negligence or improper use by Tenant, Tenant's household members, guests, and/or invitees.
- 5. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the Premises if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat 950.02(4) of that crime.

N.	ENSUES TO MONTH-TO- MONTH TENANCY	 The renewal of this Lease is not automatic, therefore, tenancy beyond the Lease term shall ensue on a month-to-month basis, beginning on the first day of the month succeeding the final month of the tenancy lease term, under the terms and conditions of this Lease, unless otherwise agreed to by the parties in writing. Landlord is allowed to send lease offer, renewal and/or notice via mail, email, text, call, or notice posted on the door.
О.	NOTICE TO VACATE	 Under all circumstances, Tenant must give a written notice of intent to terminate tenancy AT LEAST 60 days prior to the last day of Tenant's final responsible month of tenancy otherwise this Lease shall continue as a month-to-month tenancy. To clarify - If tenant is in a one-year lease, tenant must give 60 days, or more, written notice prior to the last day of the rental agreement. To clarify - If tenant is in a month-to-month agreement, tenant must give 60 days, written notice which takes effect on the 1st day of the upcoming month and ends 60 days later, i.e., the 1st of the month following when notice was
		 2. If Tenant fails to give proper written notice to Landlord, Tenant shall be held responsible for the rent, utilities, and terms of lease until the unit is re-rented and begins producing revenue, in accordance with the Lease terms, <u>or</u> until end responsible rent date of the month had proper notice been given.
P.	BREAK LEASE CHARGE	 If Tenant chooses to break their lease, Tenant will incur a onetime charge of \$500. Tenant will remain responsible for all rent, utilities and charges permitted under Wis. Stats. § 704.29, through the end of the Lease Term, or until the unit is rerented.
		This is subject to the Landlord's duty to mitigate. Such charges may be deducted from the Tenant's Security Deposit.
Q.	SUBLEASE	1. Tenant shall not assign or sublet the Premises, or any part thereof at any time.
R.	UTILITIES & TEMPERATURE	 Tenant(s) agree to maintain a reasonable amount of heat in cold weather, but no less than 67 degrees Fahrenheit, to prevent damage to pipes and plumbing fixtures and other areas of the unit. Should any damage occur because of Tenant's failure to do so, Tenant shall be held responsible for such damage. If Tenant is responsible for utilities, Tenant will put said utilities in their name at the beginning of the Lease Term and take them out at the expiration of responsible
		lease term date thereof.

UTILITIES & 3. If Tenant is responsible for utility payment, Tenant(s) agree to pay all costs of utility **TEMPERATURE** invoice in accordance with utility company due date to keep utilities in force up CONTINUED... and through final responsible date of lease. 4. If Tenant is responsible for utility payment and at any given time takes billing out of their name during tenancy, it will be considered a breach of this lease and legal proceedings will ensue. 5. If Tenant is responsible for utility payment there will be a \$25 service charge for every instance of invoice not in Tenant name, removed from Tenant name and/or a delinquent invoice. 6. Tenant must use ordinary care with regard to utility usage if Landlord is responsible for payment. S. SECURITY 1. Upon signing of this Agreement, Tenant shall pay the full security deposit. DEPOSIT **TRANSMITTAL** 2. The security deposit is to be held by the Property Owner or Landlord's Agent and may be commingled with operating funds. 3. Tenant waives interest on the Security Deposit and any pre-paid Rent. 4. Tenant may not use the security deposit as payment for the last month's rent. 5. The reasonable costs for Tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat 704.28(1). 6. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement of accounting of amounts withheld describing each item of physical damage and/or any other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim.

- 7. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within (21) twenty-one days after any event set forth in Wis. Stat 704.28(4).
- 8. If actual costs are not known within (21) twenty-one days, Landlord may use a good faith estimate in the written accounting and reserve the ability to revise after actual costs are determined.

MOVE IN Landlord will provide Tenant with a Move In sheet. Tenant shall inspect the unit and SHEET notify Landlord of any pre-existing damages or defects on the Move In sheet. tenant shall complete and return to Landlord within (7) seven days of move in. 2. Should Tenant fail to return it to Landlord within seven days after the start of the tenancy, Tenant will be considered to have accepted the premises without any exceptions. U. DEDUCTION 1. Tenant is hereby notified that Tenant may do the following within seven days after FROM PRIOR the start of their tenancy. **TENANT'S SECURITY** 2. Request a list of physical damages or defects, if any, charged against the previous **DEPOSIT** Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages and/or defects charged against the previous Tenant's security deposit regardless of whether or not those damages or defects have been repaired. 3. Said list will be provided to Tenant within (30) thirty days from when the request was received or within seven days after Landlord notifies the previous Tenant of the security deposit deductions, whichever occurs later. 4. Landlord need not disclose previous Tenant's identity, nor the amount deducted from the previous Tenant's security deposit. V. ABANDONMENT 1. Tenant shall return all of Landlord's property as it was received in clean condition, TERMINATION free of debris, normal wear and tear accepted. POSSESSION AND/OR ABANDONED 2. Tenant(s) agree that if Tenant vacates the Premises without proper notice or is PERSONAL **PROPERTY** removed from the Premises for failure to pay Rent or any other breach of the Lease, Tenant is liable for all rent, utilities and charges permitted under Wis. Stats. § 704.29, including but not limited to all costs incurred to re-rent the vacated Premises and all utilities for which the Tenant is responsible through the end of the Lease Term, or until the unit is re-rented. This is subject to the Landlord's duty to mitigate as required under, Wis. Stat. sec.704.29. (ATCP 134.08(3). 3. If Tenant is absent from Premises for more than Three (3) consecutive weeks, without providing written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. 4. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that the Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord.

ABANDONMENT TERMINATION POSSESSION AND/OR ABANDONED PERSONAL PROPERTY CONTINUED...

- 5. If the personal property left behind is prescription medication or prescription medical equipment, Landlord shall hold the property for Seven (7) days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. 704.05(5)(am)].
- 6. If the abandoned property is a manufactured home, mobile home, or title vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured part known to Landlord or Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. 704.05(5)(b)].
- 7. A Tenant will be responsible for the premises until the last day of Tenant responsible date provided under terms of the lease, or had proper notice been given.
- 8. If Tenant vacates before the last responsible date of tenancy and gives Landlord written notice that Tenant has vacated, surrender of the unit occurs when Landlord receives the written confirmation that Tenant surrendered possession of the unit. This means Tenant has returned the keys and will not enter premises moving forward. Tenant(s) understand any personal items remaining in the unit upon surrender will not be stored but rather disposed.
- 9. Surrender does not terminate lease responsibilities; surrender terminates further access to the unit; however, Tenant remains responsible for rent, utilities, and lease terms until end of responsible date or when unit is re-rented or as allowed by law.
- 10. This is subject to the Landlord's duty to mitigate as required under, Wis. Stat. sec.704.29. (ATCP 134.08(3).

W. LANDLORD'S RIGHT TO ENTER

- 1. Landlord may enter the Premises, at reasonable times with at least a 12-hour advance notice, to inspect the Premises, make repairs, show the Premises to prospective Tenants or purchasers, or comply with applicable laws or regulations.
- 2. Tenant(s) agree to kennel or confine pets/animals in separate room during those instances.
- 3. Landlord may enter without advance notice, if a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which the Premises is located.
- 4. Notice can be via mail, email, text, phone call, or notice posted on the door.
- 5. Improper denial of access to the Premises is a breach of the Lease and also subject to a \$25 inconvenience fee per instance.

X.	FIREPLACE	 Use of fireplace in unit is STRICTLY PROHIBITED without separate signed addendum giving written permission from Landlord.
		Tenant(s) understand and agree they will NOT use fireplace without a separate signed addendum giving written permission.
Y.	BREACH OF LEASE	1. In the event Tenant violates any of the terms of this Lease, Landlord may serve the statutory notices, such as but not limited to, Five (5) day or Fourteen (14) day notices as though Tenant's tenancy was a tenancy of one year or less.
		2. There is a \$25 administrative fee charged to the Tenant ledger for each breach given.
		3. In the event Tenant vacates due to 5-day or 14 day notice and/or if Tenant is evicted for failure to abide by the terms of this Lease, or otherwise leaves the Premises prior to the expiration of the Lease Term, Tenant shall remain liable for all rent, utilities, and/or rental loss through the end of this Lease Term, or date unit is re-rented, as well as utilities, advertising costs and re-rent fees unless they are expressly released from such obligation by Landlord IN WRITING.
		 Landlord does acknowledge Landlord's duty to mitigate their damages. If Landlord commits a breach, Tenant has the rights defined under Wis. Stats. Chap. 704 and Wis. Admin. Code Chap. ATCP 134.
		 Any and all notices can be given to Tenant via email, text, call, mail, certified mail, hand delivered and/or posted on door.
		6. There is a \$300 fee for any lease violation that results in the filing of eviction.
Z.	TENANT DUTIES AND USE OF	 During the Lease Term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant(s) agree and promise to the following:
	PREMISES	 Tenant, guest(s) and or visitor(s) of Tenant agree to only engage in activities which will not disturb or interfere with neighbors and/or other Tenants quiet use and peaceful enjoyment of their home. Any violation will be considered a breach of lease contract and subject to eviction legal proceedings.
		3. Tenant(s) agree to NOT participate in any activity that threatens the health, safety or peaceful enjoyment of other Tenants or persons residing in the vicinity of the premises or other Tenants in the building which the Premises is a part. This includes but is not limited to, excessive or noxious odors.
		4. Tenant(s) agree to refrain from excessive noise, including but not limited to stomping, yelling, running, slamming doors, keeping the volume of any music, television, computer, instrument and the like, or any other device at a level that will not disturb other Tenants.
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TENANT 5. Tenant(s) agree to NOT use or keep in or about the Premises anything that would **DUTIES AND** adversely affect coverage of the Premises or building in which it is a part, under a **USE OF** standard fire or extended insurance policy. **PREMISES** CONTINUED... 6. Tenant(s) agree to NOT host large gatherings, including but not limited to, bonfires, parties, rummage sale, car wash, etc. on the Premises. 7. Tenant(s) agree to NOT permit in or about the Premises any pet/animal, unless specifically authorized by Landlord, in writing, through a separate signed Pet Lease. 8. Tenant(s) agree to NOT Paint upon, attach, exhibit, or display in or about Premises any sign or placard, alter, or redecorate the Premises. 9. Tenant(s) agree to NOT drive excessive nails, tacks or screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises or building in which it is a part. 10. Tenant(s) agree to NOT Remove any fixtures which are, or have been, permanently attached to the Premises. 11. Tenant(s) agree to be responsible for all acts of negligence or breaches of this Lease by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury caused thereby. 12. Tenant(s) agree smoking is not allowed in the Premises, the common areas associated therewith, and the building of which it is a part. 1. Tenant(s) shall use the Premises for residential purposes only. AA. LAWFUL USE **OF PREMISES** 2. Tenant(s) shall not operate any business or business type activity including but not limited to, childcare, etc. Any of the aforementioned is prohibited and will be considered a violation and breach of lease contract and subject to legal proceedings. 3. Tenant(s), tenant guest(s) and or visitor(s) of Tenant(s) agree to only engage in lawful activity in accordance with Wisconsin governing laws and agree not to use and or permit use of the Premises for any unlawful purpose. 4. Pursuant to Wis. Stat 704.17(3m), Landlord may terminate the tenancy of Tenant without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or 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 a member of Tenant's household engages in any of the following: 5. Tenant(s), any member of Tenant's household, guest, or invitee, shall not participate in any criminal activity, drug related activity, the manufacture or distribution of a controlled substance on or near the premises in the premises or on the property, or any action that threatens the health, safety or peaceful enjoyment, or harassment of

other Tenants, Landlord or Landlord's agents/employees, or any activity that results LAWFUL USE OF in arrest by any person(s) and/or Tenant(s) and/or guests of Tenant(s) and/or **PREMISES** invitee. Any of the afore mentioned will be considered a violation and breach of CONTINUED... lease contract and subject to legal proceedings for eviction. 6. Any excessive Police calls and/or responses to Tenant unit/premise, and/or suspected criminal activity will be considered a breach of lease contract and subject to legal proceedings. 7. Any abatement order received from Law Enforcement due to Tenant and/or guests of Tenant, nuisances, police calls and/or nuisance activity will be considered a breach of lease contract and subject to legal proceedings. 8. Notices can be via mail, email, text, call, or notice posted. 9. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat 950.02(4) of that crime, It is not necessary that there has been an arrest or conviction for the criminal activity or drug related criminal activity. **BB. CONTROLLING** 1. Landlord and Tenant(s) understand their rights and obligations under this **LAW** Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. CC. CONDITION 1. Tenant has had the opportunity to inspect the Premises and knows the condition of AND the Premises and will receive the Premises in good order and repair, Tenant INSPECTION acknowledges they have Seven (7) days after taking occupancy to advise Landlord, in OF PREMISES writing, of any other damages which existed prior to occupancy by completing the Move-In Sheet. 2. Tenant(s) agree to maintain the Premises during Tenant's tenancy in clean, sanitary, habitable condition free from excess trash, odor, bugs, and pest infestation and return it to Landlord in the same condition as it was received, less normal wear and DD. DAMAGE BY 1. If the Premises is damaged by fire or other casualty to a degree that renders it CASUALTY uninhabitable, Tenant may vacate, unless Landlord promptly proceeds to repair or rebuild. 2. Tenant may also vacate if the repair work causes undue hardship to Tenant. 3. If Tenant remains in possession of the Premises, Rent abates to the extent Tenant is deprived of normal and full use of the Premises, until the Premises is restored. If repairs are not made, this Lease shall terminate.

DAMAGE BY If the Premises are damaged to a degree which does not render them uninhabitable, CASUALTY Landlord shall repair as soon as reasonably possible. This provision shall be at the **CONTINUED** discretion of the Landlord. 5. Landlord recommends and encourages the Tenant to purchase a Renter's Insurance policy to protect their personal property. EE. EXTERMINATION Tenant(s) are responsible for the costs of extermination or removal of any insects, COSTS pests, or rodents that are found on the premises, and which are the result of including but not limited to, Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep premises clean, failure to remove garbage and waste, pets, animals, and/or improper use of the premises. FF. NON-1. Tenant(s) agree and understand that all areas of the unit, property and/or premises **SMOKING** is non-smoking. The policy applies to all Tenant's as well as any guests and/or **PROPERTY** visitors. This includes, but is not limited to, the unit, as well as common areas such as hallways, entranceways, elevators, stairwells, garages, and laundry rooms. Violating the policy is a lease violation. 2. Smokers can smoke outside; however, there is no smoking directly adjacent to the building. Smokers must position themselves at least 15 feet from the building or any structure. 3. This policy applies to all devices which generate smoke, including but not limited to, candles, incense, cigarettes, and marijuana alike. GG. MAINTENANCE 1. Pursuant to Wis Stat 704.07, Landlord shall keep the structure of the building in AND CLEANLINESS which the premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. 2. Whichever party is responsible and obligated to provide heat for the premises shall maintain a reasonable level of heat, no less than 67 degrees Fahrenheit, to prevent damage to the premises and/or the building 3. Tenant shall maintain the Premises including but not limited to the unit, garage and/or storage unit, in a clean, sanitary, habitable, and tenantable condition and to not commit waste to the detriment of the property, and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. This includes but is not limited to free of excess trash, odors, bugs, pests, waste and/or neglect. 4. Tenant(s) agree to maintain unit to avoid noxious odors and smells that would disturb the right and/or comfort of other Tenants. 5. Tenant is responsible for any damage, waste, or neglect caused by Tenant, Tenant's household members, guests, or invitees including but not limited to, damage,

MAINTENANCE AND waste, or neglect. Tenant(s) are responsible for any costs to repair or replace any **CLEANLINESS** damage, waste, or neglect within ten (10) days of demand. CONTINUED... 6. Tenant(s) agree to keep premises in orderly condition to avoid any potential fire hazard and/or injury. 7. Tenant shall not physically alter or redecorate the premises, cause any contractor's lien to the premises, commit waste to the premises or attach or display anything which substantially affects the exterior appearance of the property unless otherwise allowed under the rules or unless Landlord has granted prior written approval. **HH. DANGEROUS** 1. Tenant(s) agree that any member of Tenant's household, guest, or invitee shall not **ITEMS AND** possess or use on the premises the following items including, but not limited to: **ACTIVITES PROHIBITED** 2. Waterbeds, swimming pools, inflatable pools, or wading pools; slip 'n slides or any other water recreation devices; firepits, trampolines, air, pellet or bb guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that in the opinion of Landlord create an unreasonable risk of injury or damage without the prior written consent of Landlord. **NO PERSONAL** 1. No personal property shall be stored 'overnight' in any common areas throughout PROPERTY TO the year. Items include but are not limited to, lawn chairs, toys, bikes, furniture, BE STORED IN sleds, strollers, boxes etc. These items must be removed each day after use and COMMON **AREAS** stored in Tenant unit, Tenant basement, Tenant garage or Tenant storage space. 2. No riding of bicycles and skateboards inside the building or in parking lot. 3. Any item(s) left in common areas are subject to disposal by Landlord after 24 hours to prevent fire hazard and/or tripping hazard. JJ. VEHICLE 1. Tenant(s) agree that only vehicles authorized by Landlord may be parked on property and will park in only designated Tenant parking. 2. Tenant(s) agree that all vehicles will be operable, current license plates, and have current registration and understand that any inoperable vehicle, vehicle with expired plates and/or expired registration, will be ticketed and towed at the vehicle owner's expense. 3. Tenant(s) agree to not do any type of vehicle repair in parking area or on the property as a whole. 4. Tenants will not park the following items including but not limited to, trailers, campers, RV's, commercial vehicles, etc

VEHICLE CONTINU		 Tenant's and/or guests may not park in other Tenant's parking spaces. Vehicles of Tenant's guests must be parked in designated spaces, if any, otherwise they must be parked on the street.
KK. ADDITION TENANT RULES	NAL 1	 Landlord may make additional reasonable rules governing the use and occupancy of Premises and the building in which it is a part.
	2	2. A copy of said Rules and Regulations, Non-Standard Rental Provisions, Protect Your Family from Lead in the Home, Property Damage Waiver, will be given to Tenant by Landlord in this Leasing Packet.
	3	 Tenant acknowledges the duties as stated therein, and acknowledges the receipt of said information, prior to signing the Lease.
	4	Any failure by Tenant to comply with any of these additional documents is a breach of the Lease and may result in additional charges and possible eviction.
LL. CHARGES	1	Charges, which are further defined in the Non-standard Rental Provisions, as well as late charges and utilities, shall be treated as Rent.
MM. TIME IS OF TESSENCE	THE 1	Time is of the essence as to delivery of possession of the Premises to Tenant, completion of repairs promised in writing, payment of Rent, return of Landlord's property at the end of the Lease Term, immediate delivery of keys, garage door openers, parking stickers, forwarding address, and performance of any act for which a date is set in the Lease or by law.
NN. KEYS & LO		Tenant shall not add or change locks.
	2	 If Tenant is locked out of unit, Tenant shall be required to secure a private locksmith to regain entry at Tenant's sole expense.
	3	8. Replacement keys and/or FOB's: If a replacement key and/or FOB is needed, Tenant will be charged for each key if picked up at Landlord's office. An additional trip charge will be charged if delivered to Tenant.
OO. REPAIRS AN CODE VIOLATION		1. Landlord has no actual knowledge that the Premises, the common areas associated therewith, and the building of which it is a part are currently cited for uncorrected building or housing code violations, which presents a significant threat to Tenant's health or safety, or which violation has not been corrected, unless a copy of said notices are attached to this Lease.
		 Any promise by Landlord, made before signing of this Agreement, to repair, clean, or improve the premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement.

REPAIRS AND CODE VIOLATIONS CONTINUED

- 3. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.
- 4. The Premises do NOT contain any of the following conditions adversely affecting habitability of no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees Fahrenheit in living areas), no electricity, electrical or wiring components not in safe operating condition, or structural or other conditions that are substantially hazardous to the health or safety of Tenant or Tenant's invitees.
- 5. Landlord is not aware of the presence of any known lead-based paint and/or lead-based paint hazards within the Premises. Nor does Landlord have any records or reports pertaining to lead based paint and/or lead based hazards in the Premises unless provided below in the Additional Provisions section.
- 6. Tenant shall notify Landlord of any problems with the drains or plumbing within the Premises within seven (7) days of move in date at which point Landlord will repair such drains or plumbing at no charge to Tenant unless such problem is caused by an act of Tenant. Any repairs required thereafter to said plumbing or drains shall be billed to Tenant at the actual cost.

PP. SMOKE DETECTORS CARBON MONOXIDE DETECTORS

- 1. Landlord has provided working Smoke Detectors and Carbon Monoxide Detectors in the unit and in the common areas as required by law. Tenant acknowledges that all Smoke Detectors and Carbon Monoxide Detectors are fully operational.
- 2. Wisconsin law requires that Landlord maintain any smoke detectors and/or carbon monoxide detectors located in the building common areas.
- 3. Testing and battery replacement for the smoke detectors and/or carbon monoxide detectors located within the Tenant's own unit are the responsibility of the Tenant.
- 4. Tenant shall inform Landlord, in writing, of any smoke detectors or carbon monoxide detector that is not working, and Landlord shall have (5) days after receipt of written notice to repair or replace detector(s).
- Landlord has provided the above disclosure as written notice of the responsibilities
 of Tenant and the obligations of Landlord regarding smoke and/or carbon
 monoxide detectors, batteries, and maintenance.

QQ. APPLICATION FALSEHOODS	If Tenant makes representations to Landlord on the rental application or otherwise which induce Landlord to enter into this Lease and Landlord thereafter discovers
	one or more material falsehoods in such representations, Landlord may cancel and rescind this Lease upon written notice as though this was a month-to-month tenancy.
	2. Determination of material falsehoods shall be at Landlord's sole discretion.
RR. NOTICE OF DOMESTIC ABUSE PROTECTIONS	1. As provided in Wis. Stat § 106.50 (5m) (dm), a Tenant has a defense to an eviction action if Tenant can prove that Landlord knew, or should have known, Tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
	a. A person who was not Tenant's invited guest.b. A person who was Tenant's invited guest, but Tenant has done either of the following:
	c. Sought an injunction barring the person from the Premises; Provided a written statement to Landlord stating that the person will no longer be an invited guest of the Tenant and Tenant has not subsequently invited the person to be Tenant's guest.
	2. Tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in Wis. Stat. § 704.16. If Tenant has safety concerns, Tenant should contact a local victim service provider or law enforcement agency.
	3. Tenant is advised that this notice is only a summary of Tenant's rights, and the specific language of the statutes governs in all instances.
SS. SEX OFFENDER REGISTRY NOTICE	You may obtain information about the sex offender registry and person registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by phone at 877-234-0085.
тт. сору	Tenant(s) acknowledge that they have read and understand this document and the related documents and addendums defined in the Lease and are in receipt of a copy upon full signing thereof.
UU. WAIVER	 In the event either party defaults on any requirements of this Lease and the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this Lease or an indication that later defaults shall result in a similar failure to act (waiver).

VV. SEVERABILITY	1. The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.
	 This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement at such time.
WW. LEASE	1. This Lease shall be defined as the Residential Lease, the Nonstandard Rental Provisions, the Rules and Regulations, the Pet Lease (if applicable), Carbon Monoxide Detector Notice (if applicable), Smoke Detector Notice (if applicable), Property Damage Liability Waiver (if applicable), and a pdf of the brochure entitled Protect Your Family from Lead in the Home (if applicable).
XX. NOTICES AND DELIVERY OF NOTICES	 Tenant acknowledges if Tenant becomes in default upon said lease and it becomes necessary for Landlord to serve notice, including but not limited to, five-day, fourteen-day, 28-day notices, etc. Tenant will incur a charge of \$25 per notice or total bill and/or exact amount charged by process server.
	Any and all notices can be given to Tenant via email, text, call, mail, certified mail, hand delivered and/or posted on door.
VV DAVMENT AND	 Landlord may, but is not required to, provide the following information and/or documentation to Tenant via electronic means: copy of the rental agreement and any documents related to the rental agreement. Security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund if any. Any promise to clean, repair, or otherwise improve any portion of the premises made by Landlord prior to entering into the rental agreement with Tenant Advance notice of entry to inspect, make repairs, show the premises to prospective Tenants or purchasers.
YY. PAYMENT AND PROOF PRIOR TO MOVE IN	 Tenant(s) agree that Security Deposit and any Pet Deposit shall be paid in full upon signing of this lease.
	Tenant(s) agree that first month's rent and/or prorated shall be paid no less than two days prior to move in date.
	 Tenant(s) agree if Tenant is responsible for utilities, Tenant is required to contact all utility companies to have utility put in Tenant name prior to move in date.
	4. Tenant(s) agree if Tenant is responsible for utilities Tenant is required to provide proof of utility(s) in Tenant name prior to move in date by emailing proof to admin@bluefrogpm.com

PAYMENT AND PROOF PRIOR TO MOVE IN CONTINUED	 5. Tenant(s) agree if Tenant chooses to opt out of automatic enrollment of the Property Damage Liability Waiver policy, that they are required to provide proof of policy in compliance with lease term required amounts prior to move in. 6. Tenant will not receive possession of the unit until the above items are completed.
ZZ. TENANT(S) EMERGENCY CONTACT	Name Phone number Email address Adress City State Zip Code Relationship Additional information:

AAA. ADDITIONAL PROVISIONS	
	HIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY PARTIES. edges that Landlord or Landlord's agent has specifically identified Rules and Regulations with the Tenant(s) prior to entering into a rental agreement.
TENANT(S)	DATE
Tenant 1	
Tenant 2	
Tenant 3	
Tenant 4	
Tenant 5	

LANDLORD/AGENT on behalf of Blue Frog Property Management, LLC DATE