

# Residential Rental Agreement



Tenant Name(s): Calvin Hardy

Other Minor/Dependent Occupant(s): none

Email Address: cshardy2004@gmail.com Phone: 6084953874

Landlord and Tenant(s) agree to enter into the Rental Agreement on the terms and conditions as shown in this Agreement.

### 1.1 TYPE OF TENANCY:

**Option 1 – Yearly** beginning 7/1/2024 and ending 6/30/2025. Prior to the expiration of the original term, Tenant shall receive notice regarding renewal options.

Calvin Hardy  
E307B474 Tenant Signature(s) Tenant Signature(s) Tenant Signature(s)

**Tenant(s) signature(s) acknowledges option checked above.**

1.2 **COMMUNITY:** Mauston Lincoln located at 510 Lincoln Street in the City of Mauston County of Juneau, State of WI.

1.3 **SITE:** Manufactured home site address 510 Lincoln Street Lot 23, Mauston, WI 53948 within the Community consisting of approximately \_\_\_\_\_ square feet. The Site is equipped with the following Electrical Service:  100 amps  200 amps  Other \_\_\_\_\_

1.4 **HOME:** The home is manufactured by \_\_\_\_\_ with serial number \_\_\_\_\_  
The owner shown on the certificate of home ownership (title) is \_\_\_\_\_  
The lien holder is shown as: \_\_\_\_\_  Check if no lien-holder

1.5 **PREMISES:** Subject to the provisions of this Rental Agreement, Tenant agrees to lease from Landlord the following:  Site or  Site and Home (Check one.)

1.6 **RENT & OTHER MONTHLY PAYMENTS:** \$ 350.00 per month rent. A monthly municipal permit fee of approximately \$ 54.87 will be collected with the rent. Tenant agrees to pay the monthly rent and monthly municipal permit fees to Landlord in advance of or on the 1st day of each month during the tenancy. Tenant's failure to make full payment of the monthly rent and additional fees by the date set forth shall constitute a breach of this Rental Agreement. Landlord shall provide a receipt for cash payments of rent.

**Pet Fee:** Park Owned Homes: \$50.00 per pet/Tenant Owned Homes: \$10.00 per dog, Prior approval by Landlord for all animals is required.

Tenant shall pay Landlord the following charges in connection with the installation of the Home on the Site or removal of the Home from the Site: \$ \_\_\_\_\_. Landlord transporting the Home on or off the Site: \$ \_\_\_\_\_ Connecting or disconnecting utility services: \$ \_\_\_\_\_

NOTE: Any charges in this paragraph must reflect actual material and labor costs and shall be filled in as appropriate.

### LATE FEE:

A late charge of \$ 10.00 per day will apply after 3 day grace period. (If rent or other charges required to be paid by Tenant to Landlord under this Rental Agreement is not received by Landlord when due, Tenant shall pay Landlord a late fee. Acceptance of any late fee shall not constitute a waiver of Tenant's default of the past due amount nor prevent Landlord from exercising any other rights and remedies available to Landlord. No late fee will be charged for nonpayment of a late fee.)

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**NSF CHARGES:** An insufficient funds charge of **\$ 45.00** will apply to any check or other payment returned to Landlord due to insufficient funds. Landlord has the right to demand that any returned item be replaced by a cashier's check, certified check, cash or money order. If two or more checks or bank drafts are returned for insufficient funds during the term of this Rental Agreement, Landlord shall have the right to demand that all future payments be paid by cashier's check, certified check, money order, CashPay card or debit/credit card.

**ACCEPTANCE OF RENT:** Tenant acknowledges and agrees that if Landlord files for an eviction, the eviction may not be dismissed solely because the Landlord accepts past due rent from Tenant after the termination of the tenancy.

**1.7 SERVICES:** Use the lists below to indicate the service provider and rate or method of charging if charged by Landlord.

|             | <u>Included in Rent</u>  | <u>Charged Separately</u>           | <u>Outside Vendor</u>               | <u>Describe rate or method if billed by Landlord</u>  |
|-------------|--------------------------|-------------------------------------|-------------------------------------|---|
| Water       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <u>Billed by landlord at rate charged by provider</u> |
| Sewer       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <u>Billed by landlord at rate charged by provider</u> |
| Garbage     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <u>Billed to tenant at rate charged by provider</u>   |
| Electricity | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | _____   |
| Natural Gas | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | _____   |
| LP Gas      | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | _____   |
| Fuel Oil    | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | _____   |
| Telephone   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | _____   |
| Television  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | _____   |

Other Service or Utility \_\_\_\_\_

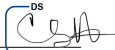
If no box is checked above, no services are furnished by Landlord and included in the rent.

Any increase in charges by a utility provider shall be the responsibility of the Tenant. If a change in utility provider or biller occurs during the term of the Rental Agreement, Tenant agrees to pay the new provider for utility services.

(a) Tenant shall promptly pay for all utility services when due. Any services furnished by Landlord and billed to Tenant shall be paid by Tenant as additional rent with the next payment of monthly rent due after receipt of Landlord's bill. If any services are to be provided by Landlord, then Landlord shall make all reasonable efforts to provide such services, but in no event shall Landlord be liable for damages, nor shall the rent be abated or subject to offset or deduction for temporary failure to furnish or any delay in furnishing any of the services, nor shall the temporary failure to furnish any services be construed as a constructive eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Rental Agreement. Landlord shall make all reasonable efforts to promptly restore services to the Site. Landlord shall have the right to transfer the responsibility for services shown provided by Landlord and not included in the rent to a municipal or other utility company, and upon notice of such transfer, Tenant agrees to pay the new provider for such service and Landlord shall thereafter not be responsible for the furnishing of any such service. If Tenant fails to pay any charges when due, Tenant shall be in breach of this Rental Agreement.

(b) Tenant shall be responsible and pay for connecting and/or disconnecting all utilities from the Home to the utility connection points provided by the Community, including the cost of parts needed for connections. All utility connections shall be done in accordance with all applicable codes and industry standards. Tenant shall maintain an adequate amount of protection in cold weather to prevent damage to the water supply lines and any valves and metering equipment that it may contain. Tenant shall be responsible for any damage resulting from Tenant's failure to maintain a reasonable amount of protection.

(c) Tenant shall comply with all present and future laws and regulations regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash ("Recycling Laws"). Tenant shall pay any cost which may be imposed upon Tenant directly as a result of the imposition of or change in any Recycling Laws and if such costs are imposed upon Landlord for the benefit of all of the Tenants of the Community, then Tenant shall pay a proportional share of such costs. Tenant shall also pay all costs, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with Recycling Laws or the provisions of this paragraph. Tenant expressly acknowledges that all the costs in connection with Recycling Laws are not included in the rent.

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(d) The Site has the electrical service shown on page 1. Tenant acknowledges that changes to electrical service amperage or an increase in water riser size, if requested by Tenant in writing, will be performed at Tenant's expense by Landlord only or by a licensed contractor acceptable to Landlord.

**2. SECURITY DEPOSIT: \$350.00** (the maximum is set by state law.) Upon execution of this Rental Agreement, Tenant shall deposit with Landlord the Security Deposit as security for the performance by Tenant of all the terms and conditions of this Rental Agreement. Tenant has seven days after the commencement of the Tenancy to inspect the Premises and notify Landlord of any damages or defects in the Premises which existed before the commencement of the Tenancy. If no notice is given by Tenant within the seven day period, it shall be presumed that no such damage existed and that Tenant received the Premises in good order and repair. Landlord, at its option, may withhold from the security deposit amounts permitted under Wis. Admin. Code ATCP 134.06 and/or Wis. Stat. 704.28.

**3. RENEWAL AND HOLDOVER:** Prior to the expiration of the Term of this Rental Agreement, Landlord and Tenant may enter into a new rental agreement or an extension of this Rental Agreement. If any changes in the terms or conditions of tenancy are to be made, then Landlord shall notify Tenant in writing of such changes at least 28 days before the date when the new rental agreement or extension of this Rental Agreement shall be effective. Tenant shall have 14 days after receipt of the notice to notify Landlord in writing of Tenant's acceptance or rejection of the new rental agreement or extension of this Rental Agreement and if Tenant fails to give such notification or rejects the new rental agreement or extension of this Rental Agreement, then the Rental Agreement shall terminate on the last day of the month following the expiration of the 28 day notice period. If Tenant remains in possession of the Premises after the expiration of the Term or other termination of this Rental Agreement without consent of Landlord, then Tenant shall be responsible for all damages sustained by Landlord resulting from Tenant's holding over, including, but not limited to, any claims or rents relating to subsequent occupants of the Premises. As allowed under Wis. Stat. 704.27, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession.


**TENANT NOTICE TO END MONTH-TO-MONTH TENANCY:** Written notice must be received by the Landlord at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month-to-month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a calendar month.

**4. NOTICES OF TERMINATION OF A RENTAL AGREEMENT FOR ONE YEAR OR EXCEEDING ONE-YEAR:** If the Rental Agreement term on page 1 is for more than 1 year, then Landlord and Tenant agree to follow the termination procedures set forth in Wis. Stats. 704.17(2) (a) to (c) unless the tenancy is being terminated pursuant to Wis. Stats. 704.17(3m), 704.17(2) (c) and 704.16(3).

**5. USE:** (a) The Site shall be used only for the placement of the Home and for a private residence in the Home for all named Tenants and all named minor dependents of Tenant as set forth on Tenant's application and this Rental Agreement. Any person other than listed on the Rental Agreement shall be considered a guest. Without the Landlord's written consent, any guest's stay shall not exceed a total of fourteen days within any twelve month period commencing with the first day of the guest's presence. If Landlord grants written permission to extend the stay beyond fourteen days, Tenant shall pay to Landlord as additional rent \$\_\_\_ per day that the guest resides on the Site. Tenant shall be responsible for acts of Tenant's other occupants and guests. Landlord shall have sole discretion to determine when a stay has exceeded fourteen days. Any person who is a guest and seeks to stay for more than fourteen days must be screened by Landlord using Landlord's standard procedures. Any guest who does not meet screening criteria must vacate.

(b) Tenant shall not use or permit the use of the Site for (1) any business enterprise including daycare unless authorized in writing by Landlord, (2) any unlawful purpose, or (3) any purpose that will adversely affect reputation of the Landlord, the Community or its residents.

(c) Tenant shall not use or keep in, on, or about the Site anything which would adversely affect insurance coverage of the Home or the Community.

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(d) Tenant shall not make excessive noise or engage in activities which unduly disturb neighbors or other Tenants within the Community. Tenant shall not disturb either the Landlord's or other Tenant's right to the use and enjoyment of the property or create a nuisance.

(e) Tenant shall not keep in or about the Site any pet/animal unless specifically approved in writing by Landlord and registered with the Community management. Landlord will administer this paragraph in conformance with Tenant's rights under the American's with Disabilities Act, Fair Housing Act and Wisconsin's Open Housing Law.

(f) Tenant shall in every respect comply with the ordinances of the municipality in which the Site is located and shall obey all lawful orders, rules and regulations of all governmental authorities. Tenant shall be responsible for any fines or other charges imposed on the manufactured home community or imposed by any level of government as a result of the Tenant's actions or in-actions.

**(g) Tenant shall not attach or affix anything to the exterior of the Home or construct any accessory structure on the Site, including any garage, shed, broadcast antennae, satellite dish, solar panel or wind turbine, exterior wood burning furnace or similar heating source, or other device without the prior written consent of Landlord.** If Landlord consents, work shall be done in accordance with all applicable codes and regulations. Tenant shall not make any change to the exterior color of the Home or to any accessory structure on the Site without the prior written consent of Landlord. Tenant acknowledges that most construction requires a building permit. Tenant will obtain all required permits. The Site as described ends at the roof line. The Rental Agreement does not include an easement for light or solar access as this matter is specifically reserved by Landlord.

(h) Any accessory building that is not affixed to the ground is considered personal property and Tenant shall remove the accessory building upon removal of the Home unless there is a separate agreement to the contrary. If the accessory building is affixed to the ground, it is considered a fixture and shall not be removed and becomes property of Landlord when Tenant vacates.

(i) Tenant shall, within 15 days after the installation of the Home on the Site, install a "skirt" around the full perimeter of the Home which shall be first approved by Landlord. Skirting around the Home shall be properly maintained by Tenant during the entire Rental Agreement term in accordance with the standards at the time of original installation.

(j) Home shall be installed by a licensed and insured installer to applicable state standards.

(k) Except as otherwise stated in this paragraph, Tenant shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste or substance to be brought upon, used, stored or dumped on the Site or the Community. Tenant shall be responsible for any required repair, clean-up or detoxification of the Site caused by Tenant and shall indemnify Landlord from any liability, claim or expense. Proper use and storage of gasoline, gas cans, oil, lighter fluid, other flammables, or LP tanks is required. The foregoing covenant and indemnity shall survive the termination of this Rental Agreement.


(l) Upon the termination of this Rental Agreement, all trees, shrubs and plants placed upon the Site by Tenant and all additions and improvements to the Site by Tenant shall remain upon the Site and shall be the property of Landlord unless there is a separate written agreement to the contrary.

(m) The Rental Agreement is predicated upon an agreement between Landlord and Tenant(s) regarding who owns and occupies the home; therefore, Tenant shall not either intentionally or unintentionally alter or change the identity of, or increase or decrease the number of occupant(s) and/or owners of the Home from those who were listed on the initial or any subsequent Rental Agreement. Written approval of Landlord is needed prior to any change in ownership or occupancy of the Home.

**(n) If Tenant is leasing the home from Landlord, smoking or vaping is not permitted in the home. Tenant will be responsible for damages caused by any smoking or vaping in the home.**

**6. APPLICATION:** Tenant attests that all representations made in the application for this Rental Agreement are incorporated into this Rental Agreement and made a part of it. Tenant represents and warrants that all information contained in the application is true and understands that this information was given as an inducement for Landlord to enter into this Rental Agreement and therefore constitutes a material covenant. If any information contained in the application for rental is not true, correct and complete, Tenant shall be in breach of this Rental Agreement and Landlord shall have the right to terminate this Rental Agreement and evict Tenant.

**7. CONDITION OF PREMISES:** Pursuant to Wis. Stat. 704.07(2) (bm), Landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply: 1. The Landlord has actual

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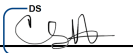


knowledge of the violation. 2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises. 3. The violation presents a significant threat to the prospective tenant's health or safety. 4. The violation has not been corrected. (c) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the Landlord, this subsection is inapplicable and either sub. (3) or (4) governs.

**8. MAINTENANCE AND REPAIR:** Tenant shall at all times during the Rental Agreement Term keep the Home and any other improvements on the Site in good condition and repair including regular mowing and snow removal. Tenant shall keep the Home leveled and all exterior surfaces well maintained. Any broken windows shall be immediately repaired. Tenant shall keep the Home and Site in clean and tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Site or the Community. Tenant must maintain utility services by staying current with utility payments and the maintenance of the utility infrastructure of the Home.

**9. COMMON AREAS:** Landlord may at any time, give a 24 hour notice to close any of the private streets and walkways of the Community or any part of the Community to make repairs or changes, to prevent the acquisition of public rights in such area, to discourage non-resident parking, or for any other reason. Tenant acknowledges that the areas and facilities of the Community which are available from time to time for the common use of all tenants of the Community are being made available on a gratuitous basis and are not part of the Premises leased and the right to use these areas and facilities may be discontinued by Landlord at any time in its sole discretion, and discontinuance shall not be a default by Landlord under this Rental Agreement and shall have no effect on the rent to be paid or other obligations of the Tenant.

Landlord shall not be responsible for any loss or damage to Tenant's property in common areas or facilities or to any other person using them, except if the damage or injury is caused by the negligent acts or omissions of Landlord. Tenant using common areas and facilities does so at Tenant's own risk.

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**10. RULES AND REGULATIONS:** Tenant shall observe and comply with the rules and regulations attached to this Rental Agreement. Tenant acknowledges that he or she has been furnished a copy of this Rental Agreement and the rules and regulations to inspect before paying any earnest money or security deposit or executing this Rental Agreement and further acknowledges receipt of a copy of this Rental Agreement and rules and regulations. Landlord reserves the right to add to or amend the rules and regulations after giving Tenants 28 days advance written notice of any changes. Should Tenant neglect or fail to perform and observe any of the rules and regulations, Tenant will be in breach of this Rental Agreement. In the event of a conflict between this Rental Agreement and the rules and regulations, the provisions of this Rental Agreement will control.

**11. ADDITIONAL CHARGES:** Tenant shall pay Landlord the charges set forth in this section as additional rent and within 10 days after Landlord's billing. Tenant's failure to pay any of the following charges shall be a breach of this Rental Agreement.


(a) On or before the date when Tenant is required to pay the monthly rent, Tenant shall pay the monthly municipal permit fee designated on page 1 and any personal property tax or any other tax and/or assessment imposed by any governmental agency or political subdivision for the right to use the Site for the siting of a manufactured/mobile home. Landlord shall notify Tenant in writing of any change in fees or taxes and Tenant shall adjust payments accordingly.

(b) If required maintenance is not performed by the Tenant, Landlord may, but shall have no obligation to, perform maintenance and Tenant shall pay Landlord the following maintenance charges:

- Snow Removal: **\$100.00** per Occurrence (minimum)
- Lawn Care: **\$ 50.00** per Hour (minimum)
- Debris Removal: **\$150.00** per Hour (minimum)
- Other Disposal: **\$150.00** per Hour (minimum)

(c) Tenant shall pay Landlord the following miscellaneous charges:

- Home inspection **\$25.00** per Inspection

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- **Loss of mailbox key-** need to replace along with cylinder **time and materials (min\$75)**
- **Loss of home key and/or additional keys** beyond original 2 - **\$50 deposit per key**

(d) Tenant shall pay for any charges or fines levied on Landlord for frivolous or unnecessary calls to police, fire or other services that are attributable to Tenant(s), Tenant's occupants, guests or invitees.

(e) Tenant is responsible for all legal fees that are incurred for any reasons pertaining to non-payment, evictions or any court proceedings and/or filings due to non-compliance with lease terms.

**12. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Rental Agreement or sublet the Premises or any part thereof or permit any part of the Premises to be used or occupied by anyone other than those persons listed as a Tenant or Occupant without written approval from Landlord.

**13. TRANSFER OR REMOVAL OF HOME:** Prior to transfer or removal of Home, Tenant shall comply with all of the following provisions:

(a) Tenant must provide Landlord the opportunity to inspect the Home before the sale. Landlord's inspection is for purposes of compliance with habitability and community standards and in no way creates any warranty or expectation of home performance. If Landlord suspects issues of habitability, Landlord may require further inspection by a third party. All required repairs must be completed by Tenant at least 10 days prior to the sale of the Home. In the event any repair is unsatisfactory, Landlord reserves the right to require that the work be done by a qualified contractor. A copy of the inspection report shall be made available to any buyer by Tenant.

(b) Tenant acknowledges that a buyer cannot occupy the Home on the Site before buyer completes and Landlord accepts their application for rental and enters into a rental agreement. Tenant acknowledges that Landlord has the right to screen any prospective buyers. Tenant acknowledges that disapproval of the buyer's application is based on screening criteria of the Landlord and not because there has been a change in ownership of the Home or the age of the Home.

(c) No rent to own or similar transactions which result in the seller retaining title to the Home are permitted.


(d) Any transporter of the home must provide proof of insurance acceptable to Landlord and any other reasonable requirements of Landlord.

**14. INSURANCE AND LIABILITY OF TENANT:** (a) Tenant's use of the Premises shall be at Tenant's sole risk and Tenant acknowledges that it is the responsibility of Tenant to obtain personal property, personal liability, accident and other insurance coverage adequate to protect Tenant and Tenant's personal property and to cover living expenses in the event Tenant is unable to live in the Home on the Site. If the Home is owned by Tenant, Tenant shall be responsible for insuring the Home. Tenant shall provide proof of homeowner's insurance at Landlord's request. Tenant acknowledges that Landlord's insurance does not cover Tenant's personal property or cover Tenant's actions.

(b) Tenant shall be liable for all damage to the Site and the Community caused by Tenant, Tenant's other occupants, guests and invitees and shall pay for all repairs necessitated by same.

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

**16. ENTRY BY LANDLORD:** Landlord may enter the Premises, with or without Tenant's consent, at reasonable times upon 12 hour notice to inspect the premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises from damage. Improper denial of access to the Premises is a breach of this Rental Agreement.

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**17. WAIVER:** It is expressly agreed by the parties, that after the service of notice or the filing of an eviction, or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of rent shall not waive or affect the notice, suit or judgment. Waiver of a breach of any term, condition or covenant of this Rental Agreement by either party shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants. Vacating or abandoning the Premises does not relieve Tenant of the obligation to pay any amounts due under this Rental Agreement or any amounts which may become due under this Rental Agreement.

**18. PROPERTY LEFT BEHIND:** If Tenant is evicted or removes from the Premises for a period of three weeks, with rent and other charges unpaid and leaves personal property, Landlord may presume that the Tenant has abandoned the property and may dispose of the property in any manner that the Landlord, in its sole discretion, determines is appropriate. Landlord will not store personal property left behind except prescription medication and medical equipment, which will be stored for 7 days from the date of discovery. No notice must be provided for abandoned personal property, except if the abandoned property is a manufactured/mobile home or titled vehicle.

**19. CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of the Tenant's household, guest or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. 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 5 days after the giving of the notice, if Tenant, a member of the Tenant's household, or a guest or other invitee of Tenant or a member of the Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

**20. NOTICE OF DOMESTIC ABUSE PROTECTIONS:** (1) As provided in Section 106.50 (5m) (d) of the Wisconsin Statutes, a Tenant may be able to stop an eviction action if the Tenant can prove that the Landlord knew, or should have known, the Tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(a) A person who was not the Tenant's invited guest.

(b) A person who was the Tenant's invited guest, but the Tenant has done either of the following:

1. Sought an injunction barring the person from the premises.

2. Provided a written statement to the Landlord stating that the person will no longer be an invited guest of the Tenant and the Tenant has not subsequently invited the person to be the Tenant's guest.


(2) A Tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the Tenant has safety concerns, the Tenant should contact a local victim service provider or law enforcement agency.

(3) A Tenant is advised that this notice is only a summary of the Tenant's rights and the specific language of the statutes governs in all instances.

**21. LANDLORD'S AGENTS:**

(a) Agent for Maintenance and Management: (Name) Pleasant Valley Properties of WI, LLC  
(Address) 301 Bremer Ave., Colfax, WI 54730 (Phone) (715) 226-6200

(b) Agent for Collection of Rent: (Name) Pleasant Valley Properties of WI, LLC  
(Address) 301 Bremer Ave., Colfax, WI 54730 (Phone) (715) 226-6200

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(c) Agent for Service of Process: (Name) Pleasant Valley Properties of WI, LLC  
(Address) 301 Bremer Ave., Colfax, WI 54730 (Phone) (715) 226-6200

**22. EMERGENCY SHELTER:** The Community does not contain an emergency shelter.

**23. MISCELLANEOUS:** (a) If the Home was purchased from Landlord or an affiliate of Landlord, Tenant acknowledges receipt of a copy of this Rental Agreement and rules and regulations prior to signing a purchase contract for purchase of the Home.

(b) Tenant agrees to vacate the Premises at the end of the Term or any extension and promptly vacate the Site, including removal of Home if owned by Tenant.

(c) If Tenant is more than one individual, then all such individuals shall be jointly and severally liable for the full amount of any payments due under this Rental Agreement and the performance of all obligations set forth in this Rental Agreement.

(d) Any heir, executor, administrator or assign cannot occupy the Home or Site without submitting an application for rental, being approved by the Landlord and entering into a rental agreement. Should a Tenant die, the Rental Agreement will terminate on the earlier of 60 days after Landlord receives notice, is advised or otherwise becomes aware of Tenant's death or, the expiration of the term of the Rental Agreement. Any other adult Tenant under the Rental Agreement remain bound by this Rental Agreement.

(e) If a guarantor is an additional signee, Tenant agrees that any renewal of this Rental Agreement is subject to continuation of the guarantee or substantiation by Tenant of Tenant's ability to pay without such guarantee to the satisfaction of Landlord.

(f) Tenant at all times shall keep Landlord apprised of working telephone number(s).

(g) All vehicles on the Premise shall be drivable and have a current vehicle registration. No vehicle can be used for storage.

**24. PRIVACY POLICY:** (a) Landlord collects non-public personal information about Tenant from the following sources:

1) information Landlord receives from Tenant on his or her application for rental or other forms; 2) information about Tenant's transactions with Landlord, or affiliates or others and 3) information Landlord receives from a consumer reporting agency. Landlord does not disclose any nonpublic personal information about Tenant or former tenants to anyone except as permitted by law or by Tenant. Landlord restricts access to non-public personal information about Tenant and former tenants to those employees who need to know that information to provide products or services to Tenant. Landlord maintains physical, electronic and procedural safeguards that comply with federal standards to guard Tenant's non-public personal information.

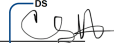
(b) Tenant consents to Landlord obtaining utility account information, including any past due bills which Landlord may become responsible.

TENANT(s):  Date: 5/17/2024 | 10:06 PDT  
E307B447FAA443F... Tenant Signature(s)

TENANT(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Tenant Signature(s)

Community Legal Business Name: Mauston Lincoln - Pleasant Valley Properties of WI, LLC

Landlord or Authorized Agent:  Date: 5/17/2024 | 10:16 PDT  
Landlord or Authorized Agent Signature(s)

Initials 

# Pleasant Valley Properties of Wisconsin, LLC

## Community Guidelines for Living

### Updated 06/10/2023

**Must read and sign acknowledgment form on the last page of Guidelines. Return the back form with signatures as soon as possible. Please keep the Guidelines for reference.**

The goal of these guidelines is to promote orderly operation of the community and allow the residents to live in an environment that is safe, attractive and quiet. The cooperation and help of all residents and their guests make this possible.

#### SECTION 1


##### GENERAL SITE REGULATIONS

- 1.1 **No Fences** of any kind are permitted, to include wood, chain-link, wire fencing, for dog kennels, play areas, etc. Any fence that is in place when PVP purchases a community shall be "grandfathered" and permitted until home ownership changes. At this time, the fence would have to be removed.
- 1.2 **No tree-to-tree clotheslines** are permitted. Umbrella-type clotheslines are permitted, as long as not permanently installed, and stored when not in use. **Before digging, DIGGERS HOTLINE MUST BE CALLED TO LOCATE UNDERGROUND LINES so as not to damage utilities.**
- 1.3 **Trees, shrubs, and flowers** improve the overall appearance of the community. If you wish to plant trees, shrubs or flowers, contact your community manager for placement approval.
- 1.4 Each home must **display lot number** clearly on the exterior of the home facing the street with **REFLECTIVE NUMBERS** large enough to be **visible at night** by emergency vehicle personnel so that they can locate the correct residence.
- 1.5 **All rubbish** must be put out only in fly-tight garbage cans or trash bags. Recyclables must be separate in accordance with local recycling regulations. Two garbage cans are allowed, but they **must have lids that clamp** on so that animals cannot get into them if tipped over. Garbage should be kept only at the roadside on garbage pickup days. Garbage cans should be stored in a shed or area out of view.
- 1.6 **Window air conditioners** are permitted if installed with wall brackets. Bracing from the ground is not an approved installation method.
- 1.7 **No trampolines, electric scooters, ATV's, snowmobiles, in ground fire pits, swimming pool or hot tubs** are permitted in the Community.

#### SECTION 2

##### VEHICLE

- 2.1 **Parking: ONLY TWO (2) VEHICLES ARE ALLOWED PER LOT.** For each vehicle that you have **OVER** the limit of two, you will be charged **\$20.00** per vehicle per month. RV's, boats, campers, etc. are to be stored off the premises unless the Landlord has storage available in another area of the Community that has been designated for this purpose. **No campers** (this includes travel trailers, motor homes, fifth wheels, and pickup campers) are permitted to be stored on a lot unless given **written permission**. No vehicles are to be parked on the grassy areas anywhere in the Community. If you wish to have an additional

Initials 



parking space, you may construct at your cost, an additional parking pad of the same material as the existing parking pad. Prior written approval is required.

2.2 **No on-street parking is permitted.** Your vehicles must be parked in the spaces provided at your lot.

2.3 The **speed limit** in the community is **10 mph** at all times for all persons **including your guests. For The safety of our community, all residents and their guests must observe the posted speed limit. We reserve the right to issue fines if a resident or guest is observed speeding on roads owned by Pleasant Valley Properties.**

2.4 **No semi-truck/trailer rigs are permitted in the Community at any time.**

2.5 **Working on, repairing, overhauling, and changing of oil is not permitted.** Vehicles that are non-operative **may not be parked on the lawn** or be used for storage of garbage, junk, cans, etc.


### SECTION 3 UTILITIES

3.1 **Foreign objects** including but not limited to sanitary napkins, paper towels, and toys must not be flushed down toilets. The Resident will be responsible for unplugging and repairing sewer pipes and drains caused by any foreign objects in the sewer pipes.

3.2 **WATER METERS** are the property of the Landlord or Municipality. No one is allowed to tamper or alter any meter for any reason, including but not limited to diverting the flow of water or bypassing the meter. Tampering will be considered a breach of the rental agreement. **The Landlord may reasonably estimate water usage for as long as the Landlord believes the meter was tampered with and charge the Resident accordingly.** The Resident will also be responsible for all costs to return the Landlord's meter service to its original condition.

3.3 **The Resident must furnish and maintain water and sewer lines above ground level. The Resident must also furnish and maintain any electrical lines from the electric meter to the home and gas lines from the gas meter to the home.** Water and sewer lines must be protected from freezing. **(All water pipes must be wrapped with heat tapes and insulation, including the water meter from the home to ground level).** Any frozen or broken water or sewer lines and any plugged sewer line leading to the main caused by negligence of the resident(s) must be corrected and paid for by the resident. A water shut-off valve inside the home is recommended in the event of a leak or faucet repair.

3.4 Placement of any **fuel or gas tanks** must be approved by the Landlord in advance.


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**SECTION 4  
PETS**

4.1 YOU MUST HAVE WRITTEN PERMISSION FROM THE LANDLORD and MUST ALSO BE REGISTERED WITH THE LANDLORD AND THE MANAGER OF THE COMMUNITY.

**There is a monthly pet fee of \$10 per dog in resident owned homes(limit 2). There is a monthly pet fee of \$50 per pet in landlord owned homes . There will not be more than 1 dog in the combination of up to 2 pets in homes owned by landlord. For examples, if tenant has approval for 1 dog and 1 cat, the fee would be \$100 per month. There is a 25lb weight limit on dogs unless approved by landlord. If you are leasing a home from Landlord and a pet is approved to live in the house, there is an additional 1/2 months security deposit for the pet.**

**NO reptiles or other type of pet will be allowed. If you question any type of pet....PRIOR to getting the pet please call in and see with management if it is approved.**

Initials 

**Residents have a special responsibility to maintain control over their pet so that the peaceful enjoyment of the Community by all can be maintained.**


Permitting pets to stray, allowing a pet to soil other Residents' lots or unreasonable noise WILL BE CAUSE FOR EVICTION. The owner of the pet is also responsible for all damages or injury caused by the owner's pet, which includes all costs to repair damages and all medical costs for injury to other people.

- 4.2 Only **HOUSE PETS** are allowed AND only when approved by management first. **YOU MAY NOT HAVE MORE THAN ONE DOG** and you must apply for and receive a license for your pet from the city or township and your pet must have current vaccinations. You must send proof of your license and vaccinations to the office to be kept on file. **The pet must remain in your home and not be tied out or allowed to run loose.** Pet droppings must be contained to your lot and **cleaned up daily.** Consent to have a pet shall be revoked for failure to follow these guidelines or if your pet is noisy, unruly or causing complaints from other Residents. If at any time we find that you are not cleaning up daily, we will charge you at a minimum of \$50.00 to have someone do so. Cost of the cleanup will be determined by the job size.
- 4.3 **No farm animals of any kind (rabbits, chickens, goats, sheep, pigs)**  
**\*\*NO DOGS OVER 25LBS. No pit Bulldogs, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chow Chows, Great Danes, St. Bernards, Akitas, Boxers, Mastiffs or any other breeds having a reputation of being vicious, whether large or small breed, is allowed.** Any demonstration of aggressive behavior by **any** dog will be considered reason for removal of the pet from the Community and privilege of having a pet revoked by the Landlord.
- 4.4 **All pets must be kept inside the home at all times.** When a pet is outside it must be on a leash **and** be accompanied by a member of the household older than twelve years old. Any unattended pet will be taken to animal control and **the pet's owner will pay for all costs.** Your privilege of having a pet may be revoked if you are reminded of this violation. **NO feeding stray animals.**

## SECTION 5 CONDUCT

- 5.1 **Parents** will be held responsible for the **conduct of their children.** Be sure your children understand the community guidelines.
- 5.2 **Action** in the Community that is against the law, illegal or damaging to the reputation of the Community **WILL NOT BE TOLERATED** and will be cause for eviction.
- 5.3 The Community is designed for residential use only and not for conducting retail business.
- 5.4 **EXPLODING TYPE FIREWORKS ARE NOT PERMITTED AT ANY TIME.**

S/MHC Guidelines of the Community 7-30-13

Initials 

**Nearest Relative Form**

Relative not living with Tenant

\_\_\_\_\_

Relationship

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Home Phone

\_\_\_\_\_

Cell Phone

\_\_\_\_\_

Other Reference

\_\_\_\_\_

Relationship

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip


\_\_\_\_\_

Home Phone

\_\_\_\_\_

Cell Phone

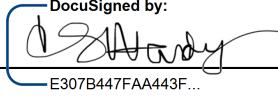
\_\_\_\_\_

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### Acknowledgment of Community Guidelines

Pleasant Valley Properties of WI, LLC puts forth these guidelines to help in making our properties safe and comfortable. Pleasant Valley Properties of WI, LLC reserves the right to modify these guidelines as needed. The handbook does not take the place of or supersede the lease agreement or any other contract between the landlord and resident.

Thank you for choosing Pleasant Valley Properties of WI, LLC!

Tenant  Dated 5/17/2024 | 10:06 PDT  
DocuSigned by: E307B447FAA443F...

Tenant \_\_\_\_\_ Dated \_\_\_\_\_

Property Mauston Lincoln Unit # 23

Management  \_\_\_\_\_  
DocuSigned by: B0F6B12125A5442...

Please return this sheet for the file. All adults in household must sign.

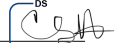
THANK YOU

### ~~Acknowledgment of MOVE IN/MOVE OUT REPORT~~

~~I hereby acknowledge that I/we received a MOVE IN/MOVE OUT REPORT that allows us to itemized defects in the property we are leasing. This applies only to homes owned by Pleasant Valley Properties and leased by Pleasant Valley Properties.~~

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

~~Management \_\_\_\_\_ Date \_\_\_\_\_~~

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# ANIMAL AGREEMENT

The Animal Agreement as detailed below is part of your Residential Rental Agreement.

Tenant(s): Calvin Hardy

**Address of Premises:**

Address: 510 Lincoln Street, Lot 23,  
Mauston, WI 53948

By signing below, tenant(s) are agreeing to and understand the following:

- Tenant agrees to keep the animal under control at all times.
- Tenant agrees to clean up immediately after the animal and to dispose of any and all waste properly and immediately.
- Tenant agrees not to leave the animal unattended in the rental home and/or site for unreasonable periods of time.
- Tenant agrees not to leave the animal unattended in common areas.
- Tenant understands that tenant is responsible for the behavior of the animal at all times.
- Tenant agrees to comply with any and all municipal and county ordinances as well as state laws applicable to the animal including, but not limited to, licensing and immunizations.
- Tenant understands that Landlord may terminate Tenant’s tenancy as permitted by law if the animal causes a direct threat to others, causes physical harm to the property, and/or interferes with other tenants’ right to the quiet use and enjoyment of the premises.
- Tenant understands that this Animal Agreement includes, but is not limited to, pets, Service Animals, Assistance Animals and Emotional Support Animals.
- Tenant understands that this Animal Agreement only applies to the animal listed below and that no other animal may be substituted for the animal listed below without prior written authorization of the Landlord.

Name of Animal: \_\_\_\_\_ Type of Animal: \_\_\_\_\_  
Breed: \_\_\_\_\_ Gender: \_\_\_\_\_

For Service Animals, Assistance Animals and Emotional Support Animals: In the case of injury, sickness, death, or any other reason for which Tenant, whom animal is prescribed to, is unable to care for the animal, Tenant appoints the following person(s) to remove and care for the assistance animal:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord or Agent Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

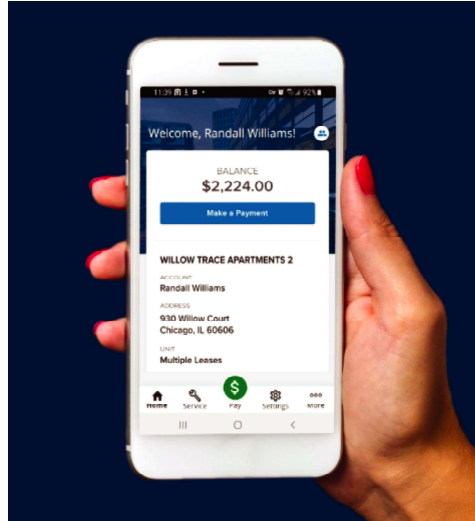
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## Download the New rmResident App!



Dear Calvin,

We're pleased to announce the new **rmResident app** which makes it easy to schedule and submit payments, view transactions, stay in contact with us and more!




To begin using the app on your mobile device:

1. From [Google Play](#) or the [App Store](#), search and download the **rmResident app**.
2. After you open the app, you will be asked to enter the following:  
**Company Code:** **pleasant**
3. Log in with your TWA account credentials or Click 'Sign Up' to create an account.

We're excited to offer services that deliver continued flexibility and freedom to stay in touch with us from your smart devices. If you have any questions about the app, please feel free to contact us at [lynn@pvpwi.com](mailto:lynn@pvpwi.com) or (715)226-6200.

Sincerely,

Pleasant Valley Properties

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**Monthly Statements are sent to your email.**

email address: \_\_\_\_\_

**Payment Options**

**Auto Pay- ( online payments (see option #3) or auto payments preferred)**

- 1. ACH from Checking or Savings (circle one) **no fees apply**

Acct # \_\_\_\_\_ Routing # \_\_\_\_\_

monthly withdrawal date \_\_\_\_\_ **needs to be prior to 4th of the month due**

- 2. VISA M/C DISCOVER **specify if: DEBIT/CREDIT**

**Fees: credit card per transaction fee of 3% - debit card \$4.95 flat fee per transaction**

Acct # \_\_\_\_\_ 3 digit sec code \_\_\_\_

Exp. Date \_\_\_\_\_

Billing address for account: \_\_\_\_\_

Specify monthly withdrawal date: \_\_\_\_ **needs to be prior to 4th of the month due**

**Other Payment Options-**

- 3. Pay online each month through your tenant web portal at [www.pvpwi.com](http://www.pvpwi.com). Or download **rmResident app** from your play store. **It's an easy and convenient way to pay your monthly statement. Call the office and we can assist you with getting this set up. You can opt in for credit reporting when taking advantage of paying through the tenant web portal. This is a great opportunity to increase your credit score. No negative information is reported.**
- 4. If you need to pay with cash we have available a "CashPay" card. We can send to you as a PDF downloadable and/or hard card in the mail. The office will issue this to you and can be used to pay at any Wal-Mart service counter or other check free pay locations. Counter fee of \$4.00 does apply.
- 5. **If you choose to phone in your payment a \$10 fee will apply.** Mailed payments are also accepted. If you choose to mail payment it is applied on the date it is received in the office.

**301 Bremer Avenue, Colfax, WI 54730 Phone 715-226-6200 Fax 715-226-6202 [www.pvpwi.com](http://www.pvpwi.com)**

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