

# SILVER MIST GARDENS, LLC

531 & 533 LAKESHORE COURT \* WEYAUWEGA, WI 54983 \* 715-281-5460

## DUPLEX LEASE AGREEMENT

This Lease Agreement (Lease") is dated \_\_\_\_\_, by and between Silver Mist Gardens, LLC ("Landlord") and \_\_\_\_\_ ("Tenant"). The parties agree as follows:

**PREMISES:** Landlord, in consideration of lease payments provided in this Lease, leases to Tenant Duplex Unit located at 531/533 LAKESHORE COURT, WEYAUWEGA, WI 54983. No other portion of the building (hereinafter: "Building") where Premises is located, is included in this Lease Agreement unless otherwise expressly provided for in this document.

**TERM:** The Lease term will begin on \_\_\_\_\_ for a period of 12 months, terminating on \_\_\_\_\_. Thereafter the term shall continue a month-to-month under the same terms and conditions as stated herein including any written and mutually agreed-upon changes, pursuant to Wisconsin Statutes Chapter 704, until mutually terminated, or terminated by law. Also, see Paragraph #27 below.

**MANAGEMENT:** The Tenant is hereby notified that Dennis Timm is the Property Manager in charge of the Property. Should the Tenant have any issues or concerns, the Tenant should contact the Manager at 715-281-5460, or by mailing letter to:

Silver Mist Gardens, LLC  
N2270 State Hwy 22  
Waupaca, WI 54981

**LEASE PAYMENTS:** Tenant shall pay Landlord rental payments of \$\_\_\_\_\_ per month, payable in advance on the 1<sup>st</sup> day of each month. At the time of the 1<sup>st</sup> payment, and in addition to the Security Deposit \$\_\_\_\_\_ (equal to one month's rent), Tenant shall deliver to the Property Manager 12 checks – one for each of the next 12 months, dated accordingly. Checks shall be deposited by the Landlord when they come due. Checks are to be made payable to: Silver Mist Gardens, LLC. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent".

**PROPERTY MAINTENANCE/CONDUCT BY TENNANT:** Privacy and convenience are best achieved by tenants living in a close community with some mutually agreed upon understandings. Tenant and neighbors will consent to certain Rules & Regulations (attached to and part of this Lease Agreement), designed to help maintain community appearance and tranquility. Failure to follow these Rules and Regulations may be considered a breach of this Lease Agreement, and subject Tenant to be fined and/or the Lease Agreement may be terminated, at Landlord's discretion.

In addition to the above, the following provisions apply:

- 1. PARKING:** This Lease agreement includes parking for passenger automobile(s), with the number of vehicles to be parked on the premises identified by the Tenant and approved by the Landlord. Any disabled vehicles and unregistered vehicles may be removed by the Landlord at the expense of the Tenant after the Landlord has provided sufficient notice to Tenant to remove same from the Property. No trucks, boats, trailers, RVs, construction equipment, or motorcycles may be parked on the premises without prior permission. All Tenants will cooperate with the Landlord to permit snow removal, as necessary.

2. **SECURITY DEPOSIT:** Upon termination of the tenancy, Tenant shall receive the full security deposit minus any amount of unpaid accrued rent and the amount of physical damages to the premises, other than ordinary wear and tear as well as any other damages as allowed by Wisconsin Statutes. Any such deductions will be itemized in a written notice. This notice, along with the amount of security deposit due (if any), will be delivered within 21 days after Tenant has vacated the Premises, returned the keys, and provided Landlord with a forwarding address.
3. **DAMAGES TO PREMISES:** Tenant agrees to pay for repair of the Premises when caused by Tenant's misuse, or that of Tenant's invitees. Unless mutually agreed between parties tenant shall not be allowed to make repairs personally. LANDLORD SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF TENANT'S PERSONAL PROPERTY STORED IN OR ABOUT THE PREMISES.
4. **INSURANCE:** Landlord is maintaining insurance coverage for the Building only. Tenant is required to protect personal property by taking out a Renter's Insurance Policy and providing Landlord with copy of same within 30 days of initial tenancy or upon request. Said policy shall cover the term of tenancy and any renewals or month-to-month tenancies, thereof.
5. **USE AND OCCUPANCY:** Tenant shall personally use and occupy the Premises solely as a private residential dwelling. Tenant agrees that the number of occupants is not to exceed the number shown in this Lease Agreement. No additional occupants will be allowed to occupy Premises without completing a separate lease application and the Landlords written consent. In the event that any person using or visiting the Premises occupied by Tenant shall fall or suffer other injury while on the Premises, such person shall report to the Owner the date, time, place and conditions of such occurrence, including the names of all persons who have witnessed the event. No retail, commercial or professional use of the Premises is allowed without prior written permission of the Landlord and is subject to applicable zoning laws. Safe use of grills are allowed only in outdoor areas (not on balconies) and must be properly distanced a minimum of ten (10) feet from any structure or fire hazard. Landlord or it's agent shall not be liable for any injury or damage to persons or property sustained by tenant or other, in and about the premises. Tenant agrees to defend and hold Landlord and it's agents harmless from any claim, action and/or judgement for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation.
6. **PLUMBING:** The water closets and waste pipe systems shall not be used for any purpose other than that for which they were constructed, nor shall any sweepings, rubbish, or any other improper articles be disposed of into said systems. Any damage to the Building, waste lines or other Apartments caused by the Tenant's misuse of such systems shall be the responsibility of the Tenant to pay for all repair costs.
7. **DISTURBING NOISE:** Tenant and Tenant's invitees hereby agree not to cause any noise that can be considered disturbing to neighbors' peaceful enjoyment of their Premises. Tenant shall keep the volume of any radio, stereo, TV, or musical instrument in Tenant's apartment sufficiently reduced at all times, especially after 10PM nightly, so as not to disturb other residents in the Building. Tenant shall not allow any noises to become so loud that neighbors may be forced to call the local authorities. Tenant shall not conduct, or permit to be conducted any vocal or instrumental practice nor instruction in the Building or on the Premises.
8. **PETS:** No animals, birds, or pets of any kind shall be permitted on the Premises without Landlord's prior written consent. Prior to occupancy, Tenant shall provide Landlord with a Non-Refundable Pet Deposit as identified in item #3 above. Said pet must be no heavier than 40 lbs., be house broken (if a dog) and walked off the Property. Tenant is responsible to pick up droppings immediately and dispose of in the trash dumpster. If pet is a cat, it must be indoor-trained only. Cats shall not be allowed to roam free on the Grounds. The granting of consent to other Tenants in the Building shall in no way obligate Landlord to grant same to Tenant, if Landlord, at Landlord's sole discretion, deems pet to be non-compatible with the Property and/or Building.

- 9. TENANT'S STATUTORY OBLIGATIONS:** The Law specifically requires Tenant to: a) comply with all obligations primarily imposed upon tenants by applicable provisions of the Building, Housing and Zoning Codes materially affecting health and safety; b) keep that part of the Premises that Tenant occupies and uses as clean and in as safe a condition as the Premises permit; c) dispose from Tenant's dwelling unit all garbage, rubbish, and other waste in a clean and safe manner; d) keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits; e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air conditioning, and other facilities and appliances provided on the Premises; f) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly allow any other person or invitee to do so. In the event of such activity, Tenant shall be responsible to cover all costs to repair, resurface or replace.
- 10. SUBLETTING/ASSIGNMENT:** Tenant may sublet the Premises provided Tenant gets Landlord's prior written notice, and Tenant shall acknowledge such fact by executing a copy of this Lease. Despite any sublet, Tenant agrees to be bound by this Lease until the original term expires and shall be responsible to pay monthly rent in event Tenant's sublet party fails to do so. Tenant's Security Deposit shall not be released until the expiration of Lease Term and shall be subject to Landlord's final walk-thru check. Tenant shall not assign this Lease Agreement.
- 11. ALTERATIONS:** Tenant shall not remodel, paint, attach or remove any fixtures or other items without Landlord's prior written consent including drapery rods, (affixed to windows or walls). Tenant shall not make any structural changes to the Premises at any time.
- 12. ACCESS:** To provide both routine and emergency maintenance service, Landlord retains a key to Tenant's apartment. Service requests placed by Tenant shall be answered in a reasonable time. Except in case of emergency or unless it is impracticable to do so, Landlord will give Tenant at least twelve (12) hours' notice of intent to enter, and shall enter only at reasonable times. Tenant agrees to notify Landlord immediately when maintenance is required. Landlord reserves the right to show Tenant's apartment to prospective tenants or purchaser or comply with applicable laws or regulations.
- 13. ABANDONMENT:** If during the term of tenancy, Tenant abandons the apartment, the Landlord will notify Tenant in writing, stating that unless Tenant responds within seven (7) days from the date of the letter, Landlord shall have the right to re-enter the Premises. In the event Tenant shall be absent from apartment for a period of more than ten (10) consecutive days, notice of such fact must be given to the Landlord no later than the first (1<sup>st</sup>) day of the extended absence prior to departure. If Tenant vacates the premises without notice to Landlord, removes substantially all possessions from the premises and does not pay rent for more than fifteen (15) days, abandonment has occurred. Tenant's personal property that may have been abandoned shall be lawfully disposed of by Landlord.
- 14. ELECTRIC LIGHT BULBS AND SMOKE DETECTORS:** Tenant agrees to supply their apartment with electric light bulbs as existing bulbs expire. All bulbs must be replaced with the same energy efficient bulbs that were provided in the fixtures originally. Tenant agrees to maintain battery activated Smoke Detectors, replacing batteries at least annually, or as otherwise necessary.
- 15. LOCKS AND KEYS:** Landlord shall provide a security lock for Tenant's exterior doors which is considered safe by industry standards. So as not to restrict Landlord's ability to have access for maintenance or emergency service, Tenant agrees that no additional locks shall be placed upon any doors of the apartment nor shall existing locks be changed without prior written consent by the Landlord, and that a copy of all new keys shall immediately be provided to the Landlord. Upon termination of this Lease Agreement, Tenant shall return all keys to the Landlord. A reasonable charge will be made for lockouts or missing keys.

- 16. EXTERMINATION SERVICES:** The presence of pests or vermin should be immediately addressed and is the responsibility of the Tenant to remedy the situation. Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.
- 17. MOVING:** Any packing cases or moving boxes must be immediately removed from the Property, and not left at or inside the trash receptacles. Tenant hereby authorizes that Landlord may keep moving companies or trucks off the Premises if rent is not paid in accordance with the terms of this Lease Agreement.
- 18. NON-LIABILITY OF LANDLORD:** Landlord shall not be liable for injury, loss, or damage which Tenant, household members or guests 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 whatsoever, (c) fire, water, rain, frost, ice, snow, gas, odors, or fumes from any source whatsoever, (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. Tenant holds Landlord harmless from any claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants and is required to have their own liability insurance to cover such claim.
- 19. CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of 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 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 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful 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. DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of the Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.
- 21. HAZARDOUS CONDITIONS:** Tenant shall not permit any hazardous act which might cause fire or create any other unsafe condition that would cause injury to others or cause an increase in the Building's insurance liability. If the Premises become totally uninhabitable by reason of fire or other hazardous condition not caused by Tenant's negligence or that of Tenant's invitees, the rental herein shall be suspended (along with Tenant's corresponding obligation to pay) until the same has been restored to a habitable condition. Landlord, at Landlord's sole discretion, is not obligated to rebuild or restore the Premises. Tenant is responsible for any costs incurred because of Tenant's negligence or that of his invitees, or Tenant's implied consent of same.

- 22. SMOKING ON PREMISES:** Smoking is not permitted in any facility or closed structure by Tenants or any guests of Tenants. Tenant will be responsible for any smoke damage and/or cleaning fees if evidence is found that this rule has been violated.
- 23. REMOVAL FOR BREACH OF LEASE:** If the Landlord at any time finds Tenant's conduct or the conduct of Tenant's invitees to be in noncompliance with the terms and conditions of this Lease Agreement, Landlord will send Tenant a written notice via certified mail that such conduct is considered a breach of the Lease and that Tenant is required to remedy the breach within three (3) days of receipt of the notice, Landlord may consider termination of the Lease and may commence eviction proceedings. If an infraction occurs within six (6) months of the first, requiring a second notice via certified mail, it will result in immediate termination of this Lease, and eviction proceedings will commence.
- 24. DELIQUENT RENT PAYMENTS:** If the Tenant writes an invalid check which is returned, the Tenant will be charged \$30 and shall have two (2) days to supply a valid check. If Landlord fails to receive Tenant's monthly rent installment within five (5) days of the due date, Tenant will be charged a late payment charge of \$50 per week plus interest on the unpaid balance due of 18% per annum. No demand for rent, either written or oral, is required. If any part of the rent is due and in arrears for fifteen (15) days after the due date, Landlord will send Tenant a written notice specifying the amount of rent in arrears plus late payment charge and accrued interest, making demand for same and notifying Tenant that unless Tenant pays the amount in arrears within five (5) days of the mailing of the notice, this Lease will terminate and eviction proceedings will commence. Tenant shall pay all Landlord's reasonable costs, expenses, and attorney's fees for collection or eviction actions and any amounts being considered balance due. Any of these payments will apply to late fees, interest, expenses, attorney's fees and collection fees before applying to principle balance due.
- 25. REPRESENTATIONS AND APPLICATIONS:** Landlord enters into this Lease with Tenant on the basis of the representations contained in the application which is made part of this Lease. In the event any of the representations contained in the application shall be found to be misleading, incorrect or untrue, Landlord shall have the right to cancel this Lease and repossess the premises immediately upon delivery of certified written notice to Tenant.
- 26. REMOVAL OF PERSONAL PROPERTY:** If after violation of any provisions of this Lease, or upon the expiration of this Lease, Tenant moves out and fails to remove any of Tenant's personal property or that personal property of anyone else occupying the apartment (with or without Landlord's consent) then said personal property shall be deemed abandoned and Landlord shall have the right to dispose of said property in any appropriate manner according to Wisconsin Statutes, Chapter 704.05(5).
- 27. CANCELLATION-EMINENT DOMAIN:** In case of sale or condemnation by Eminent Domain of Property, this Lease will automatically become null and void. Any and all damages awarded for such taking for public purpose shall belong to and be the property of the Landlord.
- 28. MORTGAGE:** Tenant acknowledges that Landlord has executed a mortgage on the Property and hereby agrees to subordinate Tenant's Lease to the existing mortgage or to any new mortgage that should be executed on the Property. Tenant's execution of this Lease hereby constitutes and appoints the Landlord as Tenant's Attorney-In-Fact to execute any such certificate or document necessary to achieve any original financing or refinancing desired by the Landlord. If the Landlord shall require any Estoppel Letter or other document, Tenant agrees to execute such document immediately upon receipt of the same.
- 29. ADDITIONAL PAYMENTS:** Tenant agrees to pay in addition to all monthly rental payments, all late charges, attorney's fees and court costs for breach of this Lease; cost or repairs, replacement and redecorating and/or

refurbishing the premises of any fixtures, systems or appliances caused by other than ordinary wear and tear; and reasonable cleaning expense, provided Tenant does not have the premises in a clean and rentable condition at the time Tenant vacates.

- 30. SEPARABILITY OF CLAUSES:** If any clause or paragraph of this Agreement shall be determined to be unconstitutional, illegal or void by any Court of competent jurisdiction, the remaining clauses or paragraphs shall continue if full force and effect.
- 31. CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.
- 32. NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.
- 33. AGREEMENT AND ACKNOWLEDGEMENT:** The undersigned parties agree and acknowledge that they have read and understand the provisions of this Lease. It is further agreed and acknowledged that by the signing of this Lease, the Tenant will be bound to all the terms and regulations contained herein and as further governed by the Laws of the State of Wisconsin. Should any provision contained herein be in disagreement with the Laws of the State of Wisconsin, said Laws shall supersede and govern.

\_\_\_\_\_  
TENANT (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Tenant's Name (Printed)

\_\_\_\_\_  
TENANT (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Tenant's Name (Printed)

\_\_\_\_\_  
LANDLORD/AGENT

\_\_\_\_\_  
DATE

# SILVER MIST GARDENS, LLC

## NON-STANDARD RENTAL PROVISIONS:

Tenant's Initial \_\_\_\_\_ Legal cost: All Attorney's fees, court costs and related expenses associated with Tennant, household member or guests are the responsibility of Tenant as balance due and subject to 12% interest.

Tenant's Initial \_\_\_\_\_ Cost of Owner's time or Owner's Agent's time to manage conditions associated with apartment, lease, legal matters, or leasing apartment following a breach of lease or while leasing apartment are the responsibility of Tenant.

Tenant's Initial \_\_\_\_\_ Apartment repairs and cleaning must be primarily complete and carpet cleaning professionally done or scheduled 7 days prior to lease term ending or move out completion date to have apartment ready for incoming Tenant. If apartment is not clean, Owner and/or Owner's Agent will be accessing apartment during this 7 day period to make repairs and clean apartment to have ready for incoming Tenant. All cleaning and repairs performed as a result of Tenant's occupancy will be charged to Tenant.

Tenant's Initial \_\_\_\_\_ Cost of repairing damages, cleanup, or disposal of anything left on the property that had to be handled by Property Owner or Agent of Property Owner will be the responsibility of the Tenant. Examples include but not limited to: old furniture and TVs' left in yard or children's marker on doors. The burden of proof of source or cause does not fall on Owner. The Owner will determine source or cause based on likelihood and charge tenant accordingly.

Tenant's Initial \_\_\_\_\_ Jurisdiction: All legal disputes will be taken to the Waupaca County Court System and the laws of the State of Wisconsin will dictate this agreement.

Tenant's Initial \_\_\_\_\_ If behavior of Tenant or anyone associated with Tenant is deemed by the Landlord to be disorderly or unsafe, the Landlord at his discretion retains the right to remove or have Sheriff remove anyone from Landlord's property and/or demand that they not return. In the event, lock may be changed, and personal property would have to be arranged for removal with Landlord. If arrangements are not made to Landlord's satisfaction, property remaining on premises may be disposed of at Landlords discretion.

Tenant's Initial \_\_\_\_\_ NOTICE AND EXTENSION ON LEASE: The Tenant shall be obligated to give to the Landlord at least 45 days prior to the end of the rental term, a written notice as to whether or not the tenant wishes to extend or terminate the term of this Lease. This notice must be sent to the office where the rent is paid. This provision does not give the Tenant any right to hold over at the expiration of the term of this Lease. If Tenant remains in possession without the Landlord's consent, Landlord may commence an eviction action. If no such notice is received, Tenant becomes a Tenant from month to month in the event the Landlord shall permit the Tenant to remain in the Premises beyond the end of the term. All the terms and conditions of this Lease shall remain in full force during any month to month tenancy hereunder. The Landlord or Tenant may terminate a month to month tenancy by a written notice to the other with a termination date no earlier than the last day of the following month.

Tenant's Initial \_\_\_\_\_ In the event of a government enforced shutdown or any other force majeure in which you are unable to pay your monthly rent, you are still responsible for all rents and late fees due. Any deferred monthly payments will be considered a loan and will not be dismissible by moving out prior to Lease term. Unpaid amounts may be deferred if immediate contact is made with Landlord.

**NON-STANDARD RENTAL PROVISIONS CONT.**

**Tenant's Initial \_\_\_\_\_ \$5,000 FINE FOR ANY PETS - NO PETS ALLOWED.** No pets, whether the lessee's or not, are permitted anywhere on the property, even temporarily, without the prior written approval of the Lessor. If a pet is found on the property, the Lessor may take any or all the following actions. Declare the tenant to be in violation of the lease agreement and begin eviction proceedings accordingly. Charge the lessee an additional rent of \$50 per day until the pet is removed. Remove and turn over the pet to the proper authorities after providing written notice of intention to do so. Lessee will also be charged for any damages caused by the unauthorized pet and for any removal costs.

\_\_\_\_\_  
TENANT (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Tenant's Name (Printed)

\_\_\_\_\_  
TENANT (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Tenant's Name (Printed)

\_\_\_\_\_  
LANDLORD/AGENT

\_\_\_\_\_  
DATE