



HPI PROPERTY MANAGEMENT, LLC

PO Box 116 * Rothschild, WI 54474 * 715-432-0490 * info@hpipropertiesllc.com

Office: 301 Creske Ave

Office Hours: M-F 9am-4pm by appointment only

HPI RENTAL PROVISIONS (non-standard rental provisions)

The following rules are HPI customized rental provisions.

EMERGENCIES 715-679-1607 – DO NOT TEXT THIS NUMBER, VOICE LINE ONLY

Please call 911 for any emergency that is life threatening or domestic danger. Valid tenant emergencies include lockouts, no water, no hot water, uncontrollable leaks, no heat, loud mechanical noises, odd strong smells indicating mechanical issues.

RENT PAYMENTS

Rent is required to be paid electronically by the Rent Café website (rentcafe.com) or mobile app (RentCafe Resident). Electronic payments made directly from your bank account (ACH) are free. Payments made from a credit card or debit card will have a transaction fee. We allow alternative payment methods with written approval only.

MOVE IN REQUIREMENTS

If any false information is discovered on your application, your lease can be terminated immediately. The security deposit and 1st months rent must be paid in full before move in. Move in cannot occur until the keys are handed off to the tenant by the landlord.

LATE FEES

Rent is due on the 1st of the month, considered late if paid after the 5th. If rent is not paid in full for the current month or past months, a late fee of \$50.00 will be charged each month until the rent balance is paid in full. If a tenant prefers a more flexible payment schedule, FLEX enrollment is required through Rent Café. Late fees apply to delinquent utils also.

LEASE RENEWALS

If you have an outstanding balance, poor rental history, or your unit is up for a remodel, your lease may not be renewed. If no renewal is signed, your lease will automatically convert to a Month-to-Month lease at the increased rate plus an additional \$100 MTM fee. Contact your landlord 60 days in advance for renewal options.

MAINTENANCE

All maintenance requests must be submitted in Rent Café mobile app or website. We need "permission to enter" through the app to enter your home. The app provides us with the details we need and is available directly to our maintenance team.

SECURITY

Each apartment is secured with an individual lock on the unit door. Please note that while the main entrance doors may also have locking mechanisms, their operation is not guaranteed due to factors such as normal wear overtime and the actions of other residents.

SNOW REMOVAL/LAWNCARE

If plowing is included in your lease, HPI will be plowing, salting, and shoveling on a schedule that is most appropriate for the current snowfall and forecasted snowfall. If your vehicle is parked in the parking lot or driveway, you are responsible for the snow removal. Parking in your garage is preferred. Protect your pets from salt. We appreciate it if you shovel your own walkways. If you are unable, we will remove within 48 hours of the snowfall. If lawn care is included in your lease, it only applies to lawn. We appreciate it if you perform weed control, if you are able. We will manage weeds at minimum one time per summer. The lawn schedule is weekly unless there is a dry spell.

PEST CONTROL

Tenants are responsible to treat or report any pest infestation of insects, ants and bees. The landlord will take reasonable measures to identify the treat and give direction on the solution. Costs of pest control are the tenant's responsibility unless a special condition exists.

RENTER'S INSURANCE

All tenants are required to hold a renters insurance policy that has a liability coverage of a minimum of \$100,000. The Landlord must be listed as "additional insured" on the policy (please see your lease for Landlord's LLC name). Proof of insurance must be provided within 30 days of moving in.



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AS-IS CONDITION / LIMITED REPAIR OBLIGATION

The premises may include conditions that do not require correction under Wisconsin Tenant Law. The landlord shall not be obligated to repair, replace, or improve such conditions, including but not limited to: foundation settling, leaking basements, aging intercom/lock systems, fireplaces, cosmetic items, or anything that is normal wear and tear as a result of an aging building. Ice makers and garbage disposals may be disconnected by design because of plumbing requirements and risk of leaks and recurring damage.

UTILITIES

The landlord will inform tenant if the utils will be added to your rent ledger or you will paid directly to the util company. Please contact the appropriate municipality to change your utilities into your name on your lease start date as directed by your Landlord. **If the landlord pays your delinquent util bill on your behalf, the util will be added to your rent ledger and a late fee issued.**

Applies to me?	Utility Company	Service	Phone
☐	Wisconsin Public Service	Electric	800-450-7260
☐	Wisconsin Public Service	Gas	800-450-7260
☐	Mosinee Water and Sewer Utility	Water Sewer	715-693-2275
☐	Kronenwetter Water Utility	Water sewer	715-693-5732
☐	Weston Municipal Utilities	Water Sewer	715-359-2876
☐	Wausau Water Works	Water Sewer	715-261-6530
☐	Rothschild Waterworks	Water Sewer	715-359-5637
☐	City of Schofield Utilities.	Water Sewer	715-359-5230
☐	WE Energies– Wisconsin Rapids	Gas	800-242-9137
☐	Water Works and Lighting Commission – Wisconsin Rapids	Electric	715-423-6300
☐	Water Works and Lighting Commission – Wisconsin Rapids	Water Sewer	715-423-6300
☐	City of Merrill Electric Utility	Electric	715-536-5594
☐	City of Merrill Electric Utility	Water Sewer	715-536-5594
☐	Marshfield Utilities	Water Sewer	715-387-1195
☐	Marshfield Utilities	Electric	715-387-1195
☐	Propane Services	Gas	
☐	Oil Furnace Services	Gas	
☐	Septic Pump Services	Sewer	
☐	Water Purifying Service	Water	

INTERNET/CABLE/PHONE

Internet, cable and phone services are not included in rent. The tenant is responsible for setting up service. HPI recommends TDS because they are familiar with our properties. We do not allow satellite dishes or any equipment requiring outdoor mounts.

GARBAGE

The landlord provides garbage removal and recycling at no cost to the tenant. Garbage must be taken out to the dumpster by the tenant and not left outside on patios or entrance ways. **Do not use dumpsters for furniture, appliances or electronics.** Do not put garbage in recycling dumpsters. Do not put garbage or items next to the dumpster.

PACKAGE DELIVERIES

The US Postal service is the only carrier to have access to the locked mailboxes and lockers in our multi-family complexes. Carriers like Amazon, FedEx and other 3rd party do not have access. The most secure option for delivery of a package is to pick up your package at a distribution center. The tenant is responsible for providing deliverers with detailed instructions and to monitor the delivery of packages closely. The Landlord is not responsible for theft or misplaced packages. When theft is suspected, the tenant should contact the police department. No special delivery signs are allowed in common areas.



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TENANT LIVING (\$50 FINE)

- No furniture, electronics, tires, oil, flammables, construction materials, or other large items in the dumpsters.
- No wallpaper
- No Painting
- No nails, hooks, rods directly into woodwork of doors and trim.
- No blankets, sheets, towels used for window coverings
- No broken blinds that can be seen from windows and doors from the outside
- Quiet hours are 10pm to 7am
- No Loud music or Loud parties
- No thumping on floor or walls to quiet down your neighbor
- No parking on grass or non-designated parking spots (please definitely don't block anything)
- No parking unregistered vehicles or disabled vehicles
- No parking of UTVs', Campers, RVs, work trailers, boats, snowmobiles or any non-vehicles.
- No propping doors open to the outside or doors into your attached garage.
- No fences in yards or patios (without special written approval).
- No toys, garbage, broken items, clutter in yards, patios or decks.
- No children playing in common areas which would include parking lots, sidewalks, halls, laundry rooms.
- No home business that requires frequent foot traffic in and out of your apartment.
- No water use for filling pools, watering lawns, commercial laundry business, running through sprinklers.
- No strong odor coming from your apartment that disturbs neighbors and radiates to the hallways or other units.
- No doggy doors.
- No curtains on patios.
- No personal belongings, in common area landscaping.
- Flags/Signs – the only flags/signs allowed outdoors or in windows is the American flag.
- No Pets without approval and a signed pet agreement. All pets, even cats, fish, guinea pigs require a pet agreement.
- No outdoor landscaping items, flower pots, yard ornaments, laundry lines/tents in common area landscaping. Please beautify your private decks/patios/yard space for duplexes. Exceptions are allowed with written approval.
- No tracking in mud, oil, dirt, hay or other debris in common areas. Please clean up after yourself.
- We do not have reserved parking. First come first serve. Exceptions are allowed with written approval.

SAFETY (\$75 FINE)

- No smoking inside the unit and within 15 feet from the building, including garages.
- No flicking cigarette butts onto the ground, patio or deck. Please use safe disposal methods.
- No legal/illegal marijuana, "flower", "weed", cannabinoid, cannabis products that produce odor (smoked, vaped, or stored).
- No candles, No incense, No tiki torches or anything with a flame.
- No Live Christmas Trees.
- No Tampering with smoke detectors.
- No grills or smokers on decks or 15 feet from the building.
- No Pulling fire alarms (there is also a city fine for this).
- No pools.
- No trampolines.
- No Auto repairs in your garage or driveway.
- No feeding birds, wild animals, strays as the feces are toxic and debris can enter neighbors' area
- No housing any birds, wild animals or stray as they pose a threat to people and can damage our properties
- Guests with a repeated criminal background are not allowed on the property (day visits or overnight visits). Exceptions can be made with pre-approval.
- No home business in garages that produce excess noise, require sharp blades, use of power tools including construction.
- No reckless driving, revving engine, modified exhaust that is loud, or fast driving in our driveways and parking lots.
- No parking on common area private Cul-de-sac roads or circle driveways. This is accident prone and emergency vehicles need clear access.



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SERVICE FEES

- Lockout Fee, M-F, 9am – 4pm \$25
- Lockout Fee, after hours \$50
- Key duplication \$25 per key
- Garage Door duplication \$50 per opener
- Change locks \$150
- Deadbolt \$100
- Peep hole \$100
- NSF Fee \$35
- **Util Late Fee \$35 (if HPI pays your delinquent utils bill on your behalf)**
- Repairs due to negligence of tenant \$50 per hour, per person
- If you are responsible for your lawn and do not mow, the fee to mow is \$75.
- If you are responsible to shovel sidewalks and do not shovel, the fee to shovel is \$75.



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MAINTENANCE EXPECTATIONS

LEAKS – REPORT TO US IMMEDIATELY

- Report all small leaks from under the sinks.
- Report any soft spots in the drywall, discoloration, mildew
- Report any slow or fast drips from faucets or showers

CLEANING

- Keep a clean apartment to prevent odors, allergens, and bugs that can disturb neighbors.
- Keep your apartment clear of unnecessary clutter that can become a fire hazard.
- Garbage and food debris must be removed at least weekly.
- Run a dishwasher cleaner through every couple of months.
- Wipe out your AC filter and vents to prevent mold build up, cover your AC in the winter.

TOILET MAINTENANCE

- You are responsible for replacing cracked, damaged, or stained toilet seats. All apartments have new seats at move in.
- Report to us if your toilet continuously runs.
- Do not put anything in the toilet unless it's toilet paper or human waste.
- Keep the cover shut if you have small children.
- Turn off water supply on your toilet if it's overflowing.
- Use a plunger and liquid plumber for plugged toilets.
- If non-human waste items are found in the toilet, you will be charged maintenance labor.

GENERAL MAINTENANCE

- Pull weeds, trim bushes from your private patio areas, if you are physically able.
- Shovel snow from your private patio and walk-ways, if you are physically able.
- Change lint in your dryer after every load.
- Change light bulbs.
- Use dishwasher cleaner once every 6 months. Only dishes, glasses, utensils in the dishwasher.
- If you see ants, put out some ant killer.
- If you see bees, spray with bee killer.
- If you see spiders, spray with spider killer.
- If you see other bugs, report to us ASAP.
- Check your breaker box for electrical issues before submitting maint. request.

SMOKE DETECTORS

- Replace batteries every 12 months, report any malfunctioning ASAP, do not disconnect.

OVENS AND REFRIGERATORS

- Clean or replace oven range filters every 6 months.
- Defrost the freezer every 6 months.

MOISTURE MAINTENANCE

- Use your bathroom exhaust fan while running water to prevent mold/mildew.
- Keep blinds open during the day in the winter to prevent frost buildup on windows.
- In the winter, wipe down windowsills to prevent mold/mildew.

FURNACE AND CENTRAL AIR

- Replace filter every 3 months to keep promote functionality and clean air.
- Replace thermostat batteries every year.

GARBAGE DISPOSAL/SINK DRAIN – DO NOT PUT DOWN THE DRAIN/DISPOSAL

- Potato peels, asparagus, celery, bones, fruit seeds and pits
- Egg shells, grease, coffee ground, plastic of any kind (aka Straws)



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CHECK-IN SHEET

RESIDENT NAME: _____ ADDRESS: _____

PLEASE RETURN WITHIN 7 DAYS OF MOVE IN, send a pic or drop off in HPI Drop Box

KITCHEN:

Range/ Hood & Fan _____
Refrigerator _____
Dishwasher/Disposal _____
Counter Top _____
Sinks/Faucets _____
Cabinets/Hardware _____
Fixtures/Bulbs _____
Blinds _____
Windows/Screens _____
Walls/Ceiling _____
Floor/Tile _____

LIVING ROOM:

Air Conditioning _____
Doors & Closet _____
Fixtures/Bulbs _____
Blinds _____
Windows/Screens _____
Walls/Ceiling _____
Floor/Carpet _____

BATHROOM 1:

Cabinet & Vanity _____
Toilet/Seat _____
Tub/Shower _____
Ceramic Tile/Caulking _____
Fixtures/Bulbs _____
Blinds _____
Windows/Screens _____
Walls/Ceiling _____
Floor/Carpet _____

BATHROOM 2:

Cabinet & Vanity _____
Toilet/Seat _____
Tub/Shower _____
Ceramic Tile/Caulking _____
Fixtures/Bulbs _____
Blinds _____
Windows/Screens _____
Walls/Ceiling _____
Floor/Carpet _____

BEDROOM 1:

Doors & Closet _____
Fixtures/Bulbs _____
Blinds _____
Windows/Screens _____
Walls/Ceiling _____
Floor/Carpet _____

BEDROOM 2:

Doors & Closet _____
Fixtures/Bulbs _____
Blinds _____
Windows/Screens _____
Walls/Ceiling _____

Floor/Carpet _____

HALLWAY:

Doors & Closet _____
Fixtures/Bulbs _____
Walls/Ceilings _____
Floor/Carpet _____

BASEMENT:

Doors & Closet _____
Fixtures/Bulbs _____
Blinds _____
Windows/Screens _____
Walls/Ceiling _____
Floor/Carpet _____

MISCELLANEOUS:

Washer & dryer _____
Laundry room floor/walls/fixtures _____
Woodwork _____
Garage _____
Keys & locks _____
Plumbing _____
Items Missing _____

COMMENTS: _____

MUST RETURN IN WITHIN 7 DAYS OF MOVE IN

SIGNATURE(s) _____

DATE: _____

The resident has examined this apartment/duplex and has received the same in good condition with only those exceptions listed above.

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MOVING OUT

NOTICE REQUIREMENTS

Tenant must give a written notice no later than **60** days before moving. If 60-days' notice is not provided, the tenant is responsible for rent equaling the difference between 60 days and notice date. We require an exact date of move out.

FORWARDING ADDRESS

Please provide your new address to the landlord via email or in the notice. This is for your security deposit return.

PHOTOS

Please provide photos of the interior of the unit when you give your notice, this helps us prepare for any necessary updates. Also, by sending photos we can avoid foot traffic in your apartment by showing prospects photos instead of in-person showings.

NO MOVE OUT POLICY

The tenant agrees to a no move out policy in effect from **November 1 through February 28**. **If your lease terms during this timeframe, there will be no fee for the month-to-month until 2/28.** If you move out during this period, you will be responsible for rent during the duration of the period. Exceptions are made case by case.

CLEANING YOUR APARTMENT

Your apartment must be cleaned fully, as it was when you moved in. Please review cleaning fees below.

DAMAGES TO YOUR APARTMENT

You are responsible for all damage to your apartment caused by you, your guests, or your pets.

CARPETS

We do not require steam cleaning of your carpets for normal wear and tear. Keep in mind, you will be charged out of your security deposit for excessive staining and pet damage.

UTILITIES

Please remember to switch the utilities out of your name. You are responsible for all charges until that switch is made.

KEY RETURN

All keys and remotes should be returned in the 301 Creske Ave drop box in a clearly labeled package. This will be the indication that you have vacated your apartment. Please review "Rules and Fee Schedule" below.

SECURITY DEPOSIT RETURN

Deductions from the security deposit will be made according to the fee schedule in this document. A statement and check (if applicable) will be mailed to the last known address (unless a forwarding address is provided).

BREAKING YOUR LEASE

When you sign a lease, you are responsible for the rent for the duration of the lease. Under special circumstances we are willing to negotiate lease buyouts case by case.

UNIT TRANSFER POLICY

- The landlord must approval all transfers based on tenant rental history.
- A signed lease and security deposit is required for the new unit (paid in full) to hold the unit.
- Transferring to a different unit (before your lease term is up) is ½ months' rent. This fee is due at lease signing.
- All transfers require 60 days' notice, even if you are on a month-to-month lease.
- We expect your unit to be clean and free of damage after you vacate, ready to rent.
- Your existing security deposit will transfer (as a rent credit) to your new unit after inspection.
- When you move, it needs to be done in 1 day so that two apartments are not held up.
- If you need longer than 1 day, you will pay double rent until you are fully vacated.

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CLEANING/DAMAGE FEES

At your moveout, we expect the apartment to be in similar condition compared to your move in. The check-in sheet will be referenced for any existing damage or cleaning issues. If you do not return a check-in sheet, we assume that the unit was perfect. We expect some normal wear and tear, and you will not be charged for that. Below is a chart on what you will be charged out of your security deposit. The material costs do not included labor costs to install.

KITCHEN CLEANING-\$185	GENERAL CLEANING-\$280	DAMAGES
Oven - \$30	Light fixtures - \$25 (all)	Cabinet broken - \$250 (each)
Stove top - \$15	Wall plates - \$10 (all)	Refrig dented - \$100
Drip pans - \$20	Ceiling fan - \$25 (all)	Refrig door broken - \$25
Refrigerator (in and out) - \$20	Windows - \$25 (all)	Refrig racks - \$15
Disposal - \$5	Blinds - \$50 (all)	Refrig crisper - \$35
Dishwasher (in and out) - \$15	Baseboards - \$25 (all)	Broken wall plates - \$2 (each)
Microwave - \$15	Walls - \$10 (all)	Carpets (staining, rips) - \$500 per room
Cabinets (in and out) - \$30	Doors - \$10 (all)	Window replacement - \$100 (each)
Countertops - \$10	Floors - \$50 (all)	Screen replacement - \$25 (each)
Sink - \$10	Dryer Lint - \$5	Interior Door - \$100 (each)
	Laundry (inside and out) - \$25	Exterior Door - \$250
	Basement Sweep - \$10	Garage Door - \$500
BATHROOM CLEANING-\$65	Patio Sweep - \$10	Window sill scratches - \$15 (each)
Toilet - \$15		Laundry bifold - \$250
Vanity/Mirror - \$15		Toilet Seat stained or cracked - \$15
Shower/tub - \$35	OTHER	Blinds - \$20 (each)
		Patio Blinds - \$50
FILTERS-\$45	Dog Waste outdoors - \$25	Drywall - \$75 (4x4)
Furnace filter replacement- \$15	Garbage removal – \$50 per hour	Other repair labor - \$50 per hour
AC Filter Cleaning - \$15	Furniture/Item removal – \$50 per hour	Severe smoke damage – ENTIRE deposit forfeited.
Range filter replacement - \$15	Removal of any cabinetry/fixtures/flooring not provided by HPI - \$50 per hour	Lease violations - ENTIRE deposit forfeited.

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STANDARD RENTAL PROVISIONS

The following rules are standard rental provisions according to the Wisconsin REALTORS® Association

CHECK-IN SHEET

Tenant acknowledges when Tenant commences occupancy of the Premises, Landlord must provide a check-in sheet that Tenant may use to comment about the condition of the Premises. Tenant has seven days from the date Tenant commences occupancy to complete the check-in sheet and return it to the Landlord.

LANDLORD'S RIGHT TO ENTER

Landlord may enter the Premises, at reasonable times with at least **12 hours advance notice**, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchaser 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 or the building in which they are located from damage.

MITIGATION

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Lease through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting the Premises.

ABANDONMENT

If Tenant is absent from the Premises for **three consecutive weeks** without written notice of such absences to Landlord, Landlord may, in Landlord's sole discretion, deem the Tenant has removed from the Premises and proceed to re-rent the Premises.

PERSONAL PROPERTY

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 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. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 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. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means per Wisc. Stat §704.05(5).

TENANT RULES & OBLIGATIONS RESIDENTIAL USE REPUTATION

During the term of the Lease, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
2. To NOT make or permit use of the Premises for any purpose that will injure the reputation of the Premises or building of which they are part.

INSURANCE HAZARD

To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are part under the property and casualty insurance policies on the Premises and the building wherein the Premises are located.

PETS

To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.

NOISE

To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.

GOVT. REG.

To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, and condominium association with authority over the Premises.

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MAINTENANCE

To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear expected.

SUFFICIENT HEAT

To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.

IMPROVEMENTS

Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:

- a. Paint upon, attach, exhibit or display in or about the Premises any sign or placard.
- b. Alter or redecorate the Premises.
- c. Drive nails, tack and screws or apply other fasteners on or into any ~~wall, ceiling, floor~~ or woodwork of the Premises.

GUESTS

To NOT permit any guest or invitee to reside in the Premises for more than three consecutive days without prior written consent of Landlord.

NEGLIGENCE

To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.

SUBLETTING

To NOT assign this Lease, sublet the Premises or engage in any other short-term or vacation rentals of the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this lease.

VACATION OF PREMISES

To Vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.

CRIMINAL ACTIVITY

To NOT engage in, or allow any guest or invitee to engage in, any criminal activity that threatens the health, safety or right to peaceful enjoying of other tenants, persons residing in the immediate vicinity of the Premises, or Landlord or an agent or employee of Landlord; and to NOT engage in any drug-related criminal activity on or near the Premises. Such conduct may result in Tenant's immediate eviction upon 5 days' notice, but not if Tenant or someone lawfully residing with Tenant is the victim of that crime.

RULES

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above. Any failure by Tenant to comply with the rules is a breach of this lease.

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NOTICE OF DOMESTIC ABUSE PROTECTIONS

1 – As provided in §106.50(5m)(dm) of Wisconsin statutes, a tenant has a defense to 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 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 §704.16 of the Wisconsin statutes. If the tenant has safety concerns, **the tenant should contact the 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.

DAMAGE BY CASUALTY

If the Premises are damaged by fire, flood, or other casualty to a degree that renders the Premises untenantable, Tenant may move out unless landlord promptly proceeds to repair and rebuild. **Tenant may move out if the repair work causes undue hardship.** If Tenant remains, rent abates to the extent Tenant is substantially deprived of normal use and occupancy of the Premises or the damage materially affects Tenant's health or safety, until the Premises are restored. If repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree that does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

CODE VIOLATIONS AND CONDITIONS AFFECTING HABITABILITY

Unless disclosed to the Tenant before entering this Lease and accepting any earnest money or security deposit, and stated in Special Conditions or an Attachment to this Lease: 1 – Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected; and 2 – none of the following conditions adversely affecting habitability are present on the Premises; 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° F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions substantially hazardous to Tenant's health or safety or that create an unreasonable risk of personal injury through the reasonable foreseeable use of Premises by tenant.

SMOKE DETECTOR NOTICE

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain any smoke detectors on Premises, or give Landlord written notice if a smoke detector is not functional. Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Landlord also shall install functional carbon monoxide (CO) detectors in the Premises and in common areas, as required by law.

ELECTRONIC COMMUNICATIONS

Landlord and Tenant agree to the use of electronic documents, emails and electronic signatures to the extent not prohibited by federal or Wisconsin Law. **Tenants must first consent electronically as required by federal law, and provide their email addresses.** Landlord and Tenant agree that Landlord may provide the following electronically. 1 – a copy of this Lease and any related attachment or document; 2 – a security deposit and any documents related to the accounting or disposition of the security deposit and refund; 3 – any promises made by Landlord prior to entering into this lease to clean, repair, or otherwise improve the Premises; and 4 – an advance notice to enter the Premises to inspect the Premises, make repairs, show the premises to prospective tenants or purchasers, or comply with applicable laws and regulations. Default or eviction notices cannot be given electronically.

AGENCY NOTICE

Tenant understands that any property manager, rental agent or employees thereof represent Landlord.

SEX OFFENDER NOTICE

Tenant may obtain information about the Sex Offender Registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

HPI PROPERTY MANAGEMENT, LLC

PO Box 116 * Rothschild, WI 54474 * 715-432-0490 *info@hpipropertiesllc.com

SALE OF PROPERTY

Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Agreement are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Agreement.

SECURITY DEPOSIT

The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Tenant is responsible for giving Landlord his/her new address. Surrender shall occur on the last day of the term provided in this Rental Agreement, subject to the exceptions described in Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

LEAD PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not properly managed. Lead exposure is especially harmful to young children and pregnant women.

- ☐ Your building was built after 1978, this has no impact.
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.
- ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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**The Next Pages need to be reviewed and initialed,
however not all fillable forms apply to your lease.**

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PETS

GENERAL

- Pets are not allowed, unless it is specifically approved in your lease.
- A pet photo is required at lease signing.
- If a pet is added or removed, a new lease revision is required.
- The pet fee is \$50 per pet, per month.
- A non-refundable pet fee of \$300 is required. This is not a deposit. It's a one-time fee.

ESA PETS:

- A letter is required from a Wisconsin licensed mental health professional (therapist, psychologist, psychiatrist).
- The letter must be on a professional letterhead including the clinic name, phone, address, email and website.
- The letter must be dated within 12 months of your lease date and updated at every renewal.
- The letter must mention your name, each pet's breed and a general diagnosis requiring an ESA animal.
- The letter will be validated for authenticity.
- Letters purchased online will not be accepted.
- Letters or messages from primary physicians will not be accepted.
- If an apartment complex presents a health risk by adding additional animals, we have the right to refuse occupancy.
- All pet rules must be followed, even with an ESA pet.

PET RULES: \$50 fine and possible grounds for eviction

- No more than 2 pets per unit. Some exceptions apply; must be approved in the lease.
- No Unauthorized pets.
- All dogs must be leashed in common areas and outside.
- All pet waste must be picked up immediately and disposed of.
- No urination on walkways.
- No excessive barking.
- All pets must be licensed.
- No Pitbull breeds.
- No dogs with a history of attacks or biting.
- No Fish tanks
- Rabies vaccination is required.
- All dogs must wear an identification tag.
- No unmanaged pet fleas or parasites.
- No litter boxes outside, patios, or decks.
- No fences in yards or on patios without special approval.
- No leash leads
- Leash leads cannot be left in the yard. CLEARLY mark with flag the post. We are not responsible for damage.
- Litter boxes must be cleaned twice a week and dispose of litter in a tied bag.
- No pet grooming, pet walking or pet sitting for others as a business or favor for an unauthorized pet.
- For pets that shed, it's your responsibility to vacuum common areas.
- We use weed killer on weeds, fertilizer for lawn, and salt for ice in the winter.
- It is your responsibility to watch your dogs so they do not ingest toxins.
- Blinds - please pull your blinds up to protect them from damage.
- Pet paperwork (including photo) is required for vaccinations and licenses.

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PET INFORMATION FORM

All pets need to be pre-approved. If your apartment was rented as "NO PETS" that is a permanent decision for your unit. If your pet is no longer living in your apartment, we need to be notified to modify your lease and remove the monthly pet fee. If you replace your pet with a different one, we need the new pet information and a new lease.

PET NAME: _____

PET BREED: _____

PET WEIGHT: _____

PET NAME: _____

PET BREED: _____

PET WEIGHT: _____

*Please provide a photo of each pet

Signature: _____ **Date:** _____

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AUTHORIZED GUEST FORM

*We do not allow sex offenders, felons or repeated criminal activity persons on our property (visits or overnight).
Any frequent overnight guests need to be pre-approved with a background check.
Authorized guests do not need to be on the lease unless they are staying 100% at the apartment. It's important to
have contact information for frequent guests in cases of an emergency.*

NAME: _____

BDAY: _____

PHONE: _____

EMAIL: _____

**Please provide photo id*

Signature: _____ **Date:** _____

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CO-SIGNER FORM

All first-time renters are required to have an approved Co-Signer. All Co-Signers must fill out a full application, fill in this form and sign. Co-Signers in some cases will also be listed as a "leasee".

NAME: _____

BDAY: _____

PHONE: _____

EMAIL: _____

**Please provide photo id*

Acknowledgment of Lease Terms:

- The Co-signer acknowledges, has read, and understands the Lease Agreement and agrees to accept full responsibility for the fulfillment of all the Terms and Conditions of the Lease Agreement.

Financial Responsibility:

- The Co-signer is responsible for the financial obligations of the lease if the tenant does not pay them.
- Co-signer agrees to be jointly and severally liable with Tenant for Tenant's obligations arising out of the lease.
- Co-signer's liability includes but is not limited to unpaid rent, property damage, cleaning and repair costs, and any obligations that Tenant indemnify Landlord.

Signature: _____ **Date:** _____

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REMODEL AGREEMENT

This agreement only applies to duplexes and single-family homes that have an unfinished basement or garage. A tenant is allowed to remodel under the following conditions listed below.

1. Remodeling may only occur in the unfinished basement or garage area only. We do not allow remodeling in the main living areas like kitchen, bathrooms, bedrooms and living area.
2. Remodeling may include (but not limited to) painting, flooring, shelving, plumbing, electrical, etc.
3. The tenant is responsible for all the costs for materials and labor.
4. There will be no reimbursement or rent credits for materials or labor.
5. Annual rent increases will still apply and will not be discounted due to remodels.
6. If the remodel is in good condition and approved by the landlord, it can stay for the next tenant, otherwise it must be removed.
7. The Landlord holds no liability if the Tenant injures themselves during this remodel.
8. The Tenant understands that neither the basement or garage is not approved for a bedroom dwelling.
9. The remodel cannot impact the structure of the property.
10. Any changes to plumbing and electrical must be done by a license contractor.
11. A building permit may be required if changes are over the cost of \$2000 or an outdoor dumpster is rented.

Signature: _____ Date: _____

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UNSEEN APARTMENT DISCLOSURE

*This agreement only applies to tenants who were unable to view the apartment **in person** prior to signing the lease which typically happens when the tenant is from out of state or the existing tenant is not allowing showings.*

1. I understand that I have not viewed in person the exact unit that I am renting.
2. I understand that the sample photos provided to me and descriptions and photos online are not the exact unit.
3. I understood that the flooring, kitchen cabinets, appliances, kitchen counter tops, lighting fixtures and plumbing fixtures may differ from example photos.
4. I understood that the apartment will be clean and well maintained.
5. I understand that if the unit does not meet my expectations, I will be allowed out of my lease, however, my full security deposit will be forfeited and my first month's rent.

Signature: _____ Date: _____

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VEHICLE INFORMATION

We do not have assigned parking spots. It is important that we know what vehicle is yours so we can contact you if your vehicle needs to be moved due to parking lot repairs or snow removal. Please make every effort to park in your garage, so we have extra space for guests, staff, 2nd vehicles and for those with disabilities that need to park close.

VEHICLE 1

MAKE/MODEL: _____

COLOR: _____

PLATE: _____

VEHICLE 2

MAKE/MODEL: _____

COLOR: _____

PLATE: _____

VEHICLE 3

MAKE/MODEL: _____

COLOR: _____

PLATE: _____

VEHICLE 4

MAKE/MODEL: _____

COLOR: _____

PLATE: _____

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SIGNATURE

BY SIGNING THIS **24 PAGE** DOCUMENT, TENANT AGREES TO ALL OF THE ABOVE RULES AND REGULATIONS AS PART OF THEIR LEASE AGREEMENT.

- Non-Standard Rental Provisions
- Standard Rental Provisions

NOTE: Landlord may make additional reasonable rules governing the use and occupancy of the Premises. All rule additions must be communicated.

Tenant Name: _____

Tenant Signature: _____

Date: _____

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The Next Page is a sample lease and can be used by leasing managers who prefer to handwrite leases.

HPI PROPERTY MANAGEMENT, LLC

PO Box 116 * Rothschild, WI 54474 * 715-432-0490 *info@hpipropertiesllc.com

Residential Lease

TENANT(S): _____

PROPERTY OWNER NAME: _____

*If a check or money order is used, the payee is the property owner name.

ADDRESS: _____

RENTAL TERM: First Day of Term: _____ Last Day of Term: _____

*60-days notice is required prior to move out, even if the term is up.

RENT AMOUNT: _____

Monthly Base Rent Amount: _____

Monthly Utility Allocation Amount: _____

Monthly Pet Fee Amount: _____

Other Fees: _____

Non-Refundable Pet Fee: _____

INCLUDED WITH RENT: _____

TENANT RESPONSIBLE FOR: _____

LATE FEE: Rent is due on the 1st, considered late after the 5th day of each month. Late Fee Amount = \$50

SECURITY DEPOSIT: _____

PETS: _____

SPECIAL TERMS: This lease requires signature on the Standard and Non-Standard Provisions found in the HPI Rules and Regulations Document.

Tenant(s) Signature: _____ Date: _____

Landlord Signature: _____ Date: _____