

# HPI PROPERTY MANAGEMENT, LLC

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

## Rental Provisions – Rules and Regulations

### **HPI RENTAL PROVISIONS (non-standard rental provisions)**

*The following rules and regulation are specific to HPI Property Management, LLC and are considered an amendment to the signed rental agreement between Landlord and Tenant.*

#### **CONTACT US**

If you have any questions or concerns including Rent Café, late payments, utility change over, account balance questions, neighbor complaints, lease questions, or concerns about maintenance please contact us. The contact numbers listed below are the standard and most reliable ways to reach us.

**PHONE** 715-432-0490, please do not text this phone, use the TXT MESSAGE number below

**EMAIL** Info@hpipropertiesllc.com

**TXT MESSAGE** 715-484-9996 (please accept our invite)

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

Please call 911 for any emergency that is life threatening. For example, a child locked in a garage or apartment, domestic violence situation, active shooter, illegal activity or if you smell smoke or gas. Normal business hours are Mon-Fri 9am-4pm. Please do not call this line if it is not an emergency, it's a 24/7 line and should not be abused for non-emergencies. Emergencies include lockouts, no water, no hot water, no heat, loud mechanical noises, odd strong smells indicating burning or mechanical issues.

#### **RENT PAYMENTS**

Rent is required to be paid by Rent Café electronically. Free for ACH, 2.9% for credit, flat fee for debit cards.

Or

Direct Deposit through ACH authorization form, free

\*We do allow some exceptions under special circumstances. For example, Rent Café will be locked after 3 NSF and alternative payments need to be arranged.

#### **MOVE IN REQUIREMENTS**

If any false information is discovered on your application, your lease can be terminated immediately. The security deposit and 1<sup>st</sup> months rent must be paid in full before move in is authorized and keys are given. If there is any unauthorized move in, the lease will be terminated immediately.

#### **LATE FEES**

Rent is due on the 1<sup>st</sup> and it's considered late after the 5<sup>th</sup> day of each month. 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. We do not charge late fees for other charges, only rent.

#### **LEASE RENEWALS**

Please contact HPI, if you would like to renew your lease (60 days prior to expiration). If you have an outstanding balance, your lease will not be renewed. If there is no contact/response on your lease renewal, your lease will automatically convert to a Month-to-Month lease at the increased rate plus an additional \$100 MTM fee.

#### **MAINTENANCE**

All maintenance requests must be entered ONLINE through Rent Café. A phone call, email or talking to a maintenance person is discouraged. We have a team of maintenance technicians that perform qualified work orders based on the queue in Rent Café. To receive the fastest most efficient service, please fill out the online maintenance form using RentCafe.com. If you have trouble accessing Rent Café to fill out a maintenance request, please contact us (contact info above). Damages due to negligence is your responsibility.

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### UTILITIES

Some utilities will be put in your personal name, per your lease. Please contact the appropriate municipality to change over your utilities when you move in and when you move out. It is your responsibility to verify this is completed. Please review "Rules – Fee Schedule" below. Garbage removal is provided by HPI or the municipality.

If a separate meter is not available for our unit, HPI will invoice you for reimbursement.

Changing over utilities can be tricky based on the municipality rules, please contact us if they require further verification.

Applies to me?	Utility Company	Service	Phone	Address to send payments to:	Email
<input type="checkbox"/>	Wisconsin Public Service	Electric	800-450-7260	PO Box 6040 Carol Stream, IL 60197	<a href="https://www.wisconsinpublicservice.com/services/start-stop">https://www.wisconsinpublicservice.com/services/start-stop</a>
<input type="checkbox"/>	Wisconsin Public Service	Gas	800-450-7260	PO Box 6040 Carol Stream, IL 60197	<a href="https://www.wisconsinpublicservice.com/services/start-stop">https://www.wisconsinpublicservice.com/services/start-stop</a>
<input type="checkbox"/>	Mosinee Water and Sewer Utility	Water Sewer	715-693-2275	225 Main Street Mosinee, WI 54455	<a href="mailto:publicworks@mosinee.wi.us">publicworks@mosinee.wi.us</a> or <a href="mailto:jmaguire@mosinee.wi.us">jmaguire@mosinee.wi.us</a>
<input type="checkbox"/>	Kronenwetter Water Utility	Water sewer	715-693-5732	1582 Kronenwetter Dr Kronenwetter, WI 54455	<a href="mailto:shallas@kronenwetter.org">shallas@kronenwetter.org</a>
<input type="checkbox"/>	Weston Municipal Utilities	Water Sewer	715-359-2876	5500 Schofield Ave Weston, WI 54476	<a href="mailto:tcoleman@westonwi.gov">tcoleman@westonwi.gov</a>
<input type="checkbox"/>	Wausau Water Works	Water Sewer	715-261-6530	PO Box 78510 Milwaukee, WI 53278	<a href="mailto:waterworks@ci.wausau.wi.us">waterworks@ci.wausau.wi.us</a> <a href="https://forms.co.marathon.wi.us/forms/UTL_FinalReading">https://forms.co.marathon.wi.us/forms/UTL_FinalReading</a>
<input type="checkbox"/>	Rothschild Waterworks	Water Sewer	715-359-5637	211 Grand Ave Rothschild, WI 54474	<a href="https://cms8.revize.com/revize/rothschild/FINAL%20METER%20READING.pdf">https://cms8.revize.com/revize/rothschild/FINAL%20METER%20READING.pdf</a>
<input type="checkbox"/>	City of Schofield Utilities.	Water Sewer	715-359-5230	200 park Street Schofield, WI 54476	<a href="mailto:psbrehm@cityofschofield.org">psbrehm@cityofschofield.org</a>

### INTERNET

TDS digital TV, high-speed internet and phone service is already available in your neighborhood. We have an agreement with TDS and in some cases, you can even get your internet turned on remotely by going online at <https://tdsfiber.com/>. Call them at 1-888-233-0001 or visit online at [tds.com](http://tds.com) and tell them HPI Properties sent you. Internet and TV are the tenant's cost.

### SECURITY

Your apartment is secure by a lock on the door to your unit. Some units have main entrance locks as well, however please for your safety, keep your personal door locked to your apartment. Do not prop or tamper with outside entrance doors.

### SNOW REMOVAL

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, you are responsible to shovel your car out. Parking in your garage is preferred. Protect your pets from salt. Walk-ways will be shoveled within 48 hours. We appreciate it if you shovel your own walkways.

### 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. The fines are intended for trouble tenants who are repeat offenders. Warnings are always given first. Please note that some rules do not apply to single family homes or duplexes (see \*).

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### TENANT LIVING (\$50 FINE)

- No furniture, electronics, non-garbage 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 long-term parking unregistered vehicles, trailers, boats, snowmobiles.
- No propping doors 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, driveways, shared sidewalks, shared halls, shared 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.

### 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 '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 or other wild animals as the feces are toxic and seeds fall into neighbors' area

### SERVICE FEES

- Lockout Fee, between 8am – 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
- 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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## Rental Provisions – Rules and Regulations

# 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
- Report if your toilet continuously runs

### AIR CONDITIONING-WALL UNITS

Clean the AC filter monthly in the summer, cover in the winter. This will prevent mold, mildew and promote optimal performance.

### FURNACE AND CENTRAL AIR

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

### SMOKE DETECTORS

- Replace batteries every 12 months
- Report any malfunctioning ASAP

### OVENS AND REFRIGERATORS

- Clean or replace oven range filters every 6 months
- Defrost the freezer every 3 months

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

- Potato peels
- Asparagus and celery
- Bones
- Fruit seeds and pits
- Egg shells
- Grease
- Coffee grounds
- Plastic of any kind (aka Straws)

### OTHER

- 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 window sills to prevent mold/mildew.
- Change your own light bulbs
- Use a plunger for plugged toilets
- Change your lent in your dryer for every load

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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

Tenant agrees to a no move out policy in effect from **November 1 through February 28** for tenants on a month-to-month tenancy or for those whose leases expire during this period. If you move out during this period you will be responsible for rent during the duration of the period.

### 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 damages 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.

### 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.
- Transferring units is allowed; however, we prefer that you finish your lease term first.
- 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  $\frac{1}{2}$  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 you vacate and cleaning/damages are evaluated.
- 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

KITCHEN CLEANING	GENERAL CLEANING	DAMAGES
Oven - \$30	Light fixtures - \$25 (all)	Cabinet broken - \$250 (each)
Stove top - \$15	Wall plates - \$10 (all)	Refrig dented - \$100
Drip pans need replacing - \$20	Ceiling fan - \$25 (all)	Refrig door broken - \$25
Range filter cleaning - \$15	Windows - \$25 (all)	Refrig racks - \$15
Refrigerator (in and out) - \$20	Blinds - \$50 (all)	Refrig crisper - \$35
Disposal - \$5	Baseboards - \$25 (all)	Broken wall plates - \$2 (each)
Dishwasher (in and out) - \$15	Walls - \$10 (all)	Carpets (pet damage, staining, rips) - \$500 per room
Microwave - \$15	Doors - \$10 (all)	Window replacement - \$100 (each)
Cabinets (in and out) - \$30	Floors - \$50 (all)	Screen replacement - \$25 (each)
Countertops - \$10	Furnace filter - \$15	Interior Door - \$100 (each)
Sink - \$10	Air Conditioning Filter - \$15	Exterior Door - \$250
	Dryer Lint - \$5	Garage Door - \$500
BATHROOM CLEANING	Laundry (inside and out) - \$25	Window sill scratches - \$15 (each)
Toilet - \$15	Basement Sweep - \$10	Laundry bifold - \$250
Vanity/Mirror - \$15	Patio Sweep - \$10	Toilet Seat - \$15
Shower/tub - \$35		Blinds - \$20 (each)
		Patio Blinds - \$50
		Drywall - \$75 (4x4)
OTHER		Other repair labor - \$50 per hour
	Burnt out lightbulbs - \$1 (each)	Smoke Damage – ENTIRE deposit forfeited.
	Dog Waste outdoors - \$25	Lease violations resulting in a 28 day notice - ENTIRE deposit forfeited.
	Garbage removal – \$50 per hour	
	Furniture removal – \$50 per hour	
	Other Item removal – \$50 per hour	
	Removal of any cabinetry/fixtures/flooring not provided by HPI - \$50 per hour	

\*These fees will be taken out of your security deposit ONLY if there is negligence to cleaning or damage.

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## Rental Provisions – Rules and Regulations

### CHECK-IN SHEET

RESIDENT NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

MOVE IN DATE: \_\_\_\_\_

**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. All residents MUST register their license numbers on vehicle(s) or risk a ticket.

Vehicle #1 License Plate# \_\_\_\_\_

Vehicle #2 License Plate# \_\_\_\_\_

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## RULE AND REGULATIONS

# STANDARD RENTAL PROVISIONS

*The following rules are standard rental provisions according to the Wisconsin REALTORS® Association and are considered an amendment to the signed rental agreement between the Tenant and Landlord.*

### 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 my 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.

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## RULE AND REGULATIONS

### 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.

### 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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## RULE AND REGULATIONS

### 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

## RULE AND REGULATIONS

### 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.

## SIGNATURE PAGE

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

- HPI Non-Standard Rental Provisions
- Standard Rental Provisions

**NOTE:** These rules can change at any time, email notification will be sent outlining the changes.

Tenant Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_