

# Cleasby Properties LLC

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made effective as of the last date on the signature page below, by and between Cleasby Properties LLC ("Landlord"), and [X] adult(s) [TENANT] ("Tenants") and [X] children. Both of the parties agree as follows:

1. **PREMISES:** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the property located at 1703 1<sup>st</sup> Center Avenue in the City of Brodhead, WI (the "Premises").

2. **TERM AND TERMINATION:** The Lease term commences on [DATE] and ends on [DATE]. Tenant is required to give Landlord a minimum of 60-days advance notice of intention to vacate Premises.

3. **LEASE PAYMENTS:** Tenant shall pay to Landlord monthly installments of \$1,500 payable in advance on the FIRST day of each month. If rent is received or postmarked after the 5<sup>th</sup> day of the month due, a \$50 late fee will be assessed. Lease payments shall be made by cash, check or money order payable to Cleasby Properties LLC at 707 McEwen Street, Brodhead, WI 53520. Lease payments may be mailed or dropped off at 707 McEwen Street, Brodhead, WI, or deposited at the Bank of Brodhead.

4. **FURNISHINGS:** The Lease of the Premises includes the furnishings listed on the attached Exhibit B. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from ordinary wear and tear.

5. **OCCUPANTS:** Person(s) other than Tenants listed on Rental Application may not occupy the Premises unless prior written consent of the Landlord is obtained. No other persons are permitted to live in the Premises. No visitors shall stay overnight more than two nights without prior consent of Landlord.

6. **SECURITY DEPOSIT:** At the time of the signing of this Lease, Tenant has paid to Landlord a security deposit of \$1,200 to be held and disbursed pursuant to law. Landlord shall provide Tenant with a check-in sheet when Tenant commences his or her occupancy of the Premises. Tenant shall be given seven (7) days from the date Tenant commences his or her occupancy to complete the check-in sheet and return it to Landlord. When Tenant vacates the Premises or if evicted, Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within twenty-one (21) days after the date established per Wis. Stat. §704.28(4). After Tenant vacates the Premises, Tenant shall return, or account for, any of Landlord's property held by Tenant such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide a written statement accounting for all amounts legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. No deduction may be made for any damage charged against the previous tenant's security deposit. Tenant may not use the security deposit as payment of the last month's rent without the written permission of Landlord.

7. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, unless otherwise agreed by both parties.

8. **USE OF PREMISES/ABSENCES:** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence of greater than seven (7) days from the Premises not later than the first day of the extended absence.

9. **PETS:** No pets shall be allowed on the Premises at any time.

10. **PROPERTY INSURANCE:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. ***IT IS SUGGESTED THAT TENANTS OBTAIN RENTERS INSURANCE.***

11. **MAINTENANCE:** Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, driveways, and sidewalks, except when such repairs are necessitated by the misuse or negligence of Tenant, its agents, employees or invitees, and all other maintenance responsibilities required by law. Tenant shall maintain the Premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements to be made by Landlord pursuant to the preceding sentence, shall make all repairs, replacements and improvements to the Premises, including

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all changes, alterations or additions ordered by any lawfully constituted government authority directly related to Tenant's use of the Premises. Tenant shall (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety, (b) keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit, (c) dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner, (d) keep all plumbing fixtures in the Premises 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, (f) not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so, and (g) conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

12. **PARKING:** Tenant shall be entitled to all driveway and garage space, as well as on-street parking in accordance with city ordinance and state law. NOTE: Per city ordinance, from November 1<sup>st</sup> through March 31<sup>st</sup>, there is no on-street parking whenever there is two inches of snow until the street has been plowed to the curb.

13. **KEYS:** Tenant will be given 2 key(s) and 2 garage door opener(s) to the Premises. If items are not returned to Landlord following termination of the Lease, Tenant shall be charged \$25.00.

14. **LOCKOUT:** If Tenant becomes locked out of the Premises, Tenant will be charged \$25.00 to gain re-entry. Lockouts are a courtesy to our tenants. If we are unavailable to unlock unit, a locksmith shall be called at the Tenant's expense.

15. **UTILITIES AND SERVICES:** Utility charges are included in the monthly rent, including: natural gas (furnace & water heater), water, electric, and sewer. Tenants are responsible for other elective services including, but not limited to, phone, TV, internet, etc.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

16. **SALE OF PREMISES:** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Lease.

17. **DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days' written notice to Tenant. If the Premises are condemned or cannot reasonably be repaired, this Lease will terminate upon twenty (20) days' written notice by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

18. **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

19. **NON-SUFFICIENT FUNDS:** Tenant shall be charged \$25.00 (or the maximum amount allowable under applicable law if less) for each check that is returned to Landlord for lack of sufficient funds.

20. **REMODELING OR STRUCTURAL IMPROVEMENTS:** Tenant shall NOT be allowed to conduct any construction or remodeling. Tenants may not use any type of adhesive tapes on walls, woodwork or any other structure without approval of Landlord.

21. **ACCESS BY LANDLORD TO PREMISES:** After providing reasonable advance notice, or with Tenant's consent, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant consent. During the last three months of this Lease, or during the notice period if month-to-month, or any extension of this Lease, Landlord shall be allowed to display the usual "FOR RENT" signs and show the Premises to prospective tenants. Improper denial of access is a breach of this Lease.

22. **INDEMNITY REGARDING USE OF PREMISES:** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except due to Landlord's negligent acts or omissions.

23. **DANGEROUS MATERIALS:** Tenant shall not have or keep on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company.

24. **MECHANIC'S LIENS:** Neither Tenant nor anyone claiming through Tenant shall have the right to file mechanic's liens or any other kind of lien on the Premises. Further, Tenant agrees to (i) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens will not be valid, and (ii) take whatever additional steps that is necessary in order to keep the Premises free from all liens resulting from construction done by or for the Tenant.

25. **SUBORDINATION OF LEASE:** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

26. **ASSIGNABILITY/SUBLETTING:** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

27. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Wisconsin.

28. **AMENDMENT:** This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

29. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

30. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

31. **BINDING EFFECT:** The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

32. **LEAD PAINT DISCLOSURE (If Premises are "target property" constructed before 1978.):** Tenant has received, read and understands [Landlord's lead-based paint \(LBP\) disclosures](#) and the [Protect Your Family from Lead in Your Home](#) Pamphlet. Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupants are prohibited from disturbing paint and performing LBP activities on the Premises without proper State certification.

33. **NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:

Cleasby Properties LLC  
707 McEwen Street  
Brodhead, WI 53520

Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change such addresses from time to time by providing notice as set forth above.

34. **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises. Tenant acknowledges receipt of the rules prior to signing this Lease. Any failure by Tenant to comply with the rules is a breach of the Lease. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than fourteen (14) days after the amendment is delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at

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any time before it becomes effective give Landlord not less than twenty-eight (28) days' written notice, to terminate this Lease effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

**35. MITIGATION; ABANDONMENT; PERSONAL PROPERTY:** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's breach of this Lease, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for three successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence. 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 seven (7) days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. §704.05(5)(am)]. 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 Wis. Stat. §704.05(5)(b)].

**36. NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

(1) As provided in section 106.50(5m)(dm) of the 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:
  - i. Sought an injunction barring the person from the Premises.
  - ii. Provided a written statement to the Landlord stating that the person will no longer be an invited guest of the Tenant and the Tenant has not subsequently invited the person to be the Tenant's guest.

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

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

[signature page next page]

By signing below, Tenant agrees to the terms of this Lease, including the supplementary documents attached and incorporated into the Lease herein.

<b>TENANT(S)</b>
Signature(s):
Date:
Printed Name(s):
Phone:
Emergency Contact:
Emergency Contact Phone:
Email Address:
Preferred Contact Method: <input type="checkbox"/> Email <input type="checkbox"/> Phone

<b>LANDLORD</b>
Signature:
Date:
Printed Name:
Cleasby Properties LLC
707 McEwen Street
Brodhead, WI 53520
Phone: 608-558-7857
<a href="mailto:CleasbyPropertiesLLC@gmail.com">CleasbyPropertiesLLC@gmail.com</a>

## **WELCOME TO CLEASBY PROPERTIES LLC!**

### **General Information**

**YOUR ADDRESS IS:** 1703 1<sup>st</sup> Center Avenue, Brodhead, WI 53520

**YOUR MOVE-IN DATE IS:** [X]

#### **UTILITIES**

**Water & Electric:** Brodhead Water & Light – 608-897-2505  
**Sewer** City of Brodhead – 608-897-4018  
**Natural Gas** WE Energies – 800-242-9137

**EMERGENCY:** Police, Fire, Ambulance – 911

**NON-EMERGENCY POLICE:** 608-897-2112

**OWNER ADDRESS:** Cleasby Properties LLC  
707 McEwen Street  
Brodhead, WI 53520

**MANAGERS:** Keith & Becky Cleasby  
(608)558-7857 or (608)444-1767  
[CleasbyPropertiesLLC@gmail.com](mailto:CleasbyPropertiesLLC@gmail.com)

We are committed to providing to you a clean and maintained living space. In order for us to successfully accomplish this, we wish to outline our expectations of each resident and what you can expect of us. Please also refer to the Lease and supporting exhibits and addendums.

1. **REPAIRS AND EMERGENCY SERVICE:** Please call or text us at 608-558-7857 for urgent service. Any non-urgent maintenance requests can be made via phone, mail or email at the address above. Please keep requests for non-emergency repairs during business hours. Emergency calls should be made with common sense and good judgment. Please call 911 for any emergencies requiring urgent police, fire or medical assistance.
2. **RENT PAYMENTS:** Rent payments shall be mailed to or dropped off at Cleasby Properties LLC, 707 McEwen Street, Brodhead WI 53520, or deposited at the Bank of Brodhead.
3. **GARBAGE & RECYCLING:** Please see enclosed [Peliterri Waste Systems informatio/collection calendar](#). Waste & recycling cans are provided and should be stored on the side or back of house or garage when not in use at the curb whenever possible. Garbage may not be stored anywhere other than the cans provided.
4. **PARKING:** You are entitled to all driveway and garage space, as well as on-street parking in accordance with city ordinance and state law. NOTE: Per city ordinance, from November 1<sup>st</sup> through March 31<sup>st</sup>, there is no on-street parking whenever there is two inches of snow until the street has been plowed to the curb.
5. **STORAGE:** No junk or automotive belongings are to be stored outside on the grounds, or in the driveway. You are solely responsible for the safety and well-being of your property.
6. **UTILITIES:** Landlord is responsible for water, sewer, electric, and natural gas bills, and tenant is responsible for any other electives.
7. **RENTERS INSURANCE:** You are solely responsible for your personal property. Our insurance covers our dwelling and our property only and does not cover any damage to your property in the event of fire, flood, or any other natural disaster. We highly recommend obtaining Renters Insurance. This insurance is relatively inexpensive and can be obtained through an insurance provider of your choice.

8. **LAUNDRY:** Laundry machines are provided for your use.

9. **LAWN MOWING/SNOW REMOVAL:** Lawn mowing and snow removal is provided by Landlord and included in the monthly rent.

Thank you for choosing to rent your home with us. Please feel free to contact us with any questions or concerns.

Sincerely,

Keith & Becky Cleasby  
Cleasby Properties LLC  
(608)558-7857  
[CleasbyPropertiesLLC@gmail.com](mailto:CleasbyPropertiesLLC@gmail.com)

## **Cleasby Properties LLC**

### **ADDENDUM A TO LEASE**

**This Addendum A is a permanent, legal addition to the Lease. Failure to adhere to the terms of this addendum could be considered a breach of contract and grounds for legal action against Tenant.**

1. Tenant is required to maintain a reasonable noise level at all times of the day or night so as not to disturb or disrupt neighboring apartments or homes. Tenant is responsible for the conduct of any person whom entry is permitted to. Police summons and/or possible legal action could result from noise violations. Tenant must accompany all visitors or they will be considered trespassing.
2. All exterior property areas shall be maintained in a clean and sanitary condition, free from debris, rubbish, garbage and physical hazards. All garbage/trash must be put in garbage bags and tied up, then placed in the assigned containers. Any fines assessed for failure to comply with trash regulations are Tenant's responsibility. In the event Landlord is required to clean up Tenant's (or Tenant's guests') garbage, a \$50.00 fee per occurrence will be charged to Tenant.
3. Laundry machines are provided. Please clean lint out of dryer after every use.
4. Tenant is not allowed to charge and/or purchase building supplies or labor on behalf of Landlord without prior approval. Tenant is not allowed to purchase supplies or labor and deduct the cost from rent without prior approval from Landlord.
5. All properties are equipped with smoke detectors/carbon monoxide detectors. It is the Tenant's responsibility to change the battery and notify Landlord of any damage or malfunction of a detector.
6. An adult must supervise all children under the age of 18.
7. Waterbeds and any type of swimming/wading pools, as well as portable dishwashers are not allowed on the Premises.
8. No satellite dishes may be attached to roof or affixed to the building in any way unless authorized by Landlord.
9. No large nails or hooks are to be used in the walls or ceilings.
10. Smoking is prohibited in the Premises. In the event that smoke damage/evidence is discovered, Tenant will be charged a \$100 cleaning fee. Tenant will also be held responsible for necessary and reasonable cleaning and repairs resulting from smoke damage, including but not limited to cleaning, painting, and carpet replacement.
11. No pets are allowed on the Premises. Tenant will be held responsible for necessary and reasonable cleaning and repairs resulting from pet damage, including but not limited to cleaning, painting, and carpet replacement.



## **Cleasby Properties LLC**

### **Exhibit B – Furnishings**

The following appliances and/or furniture are on loan to Tenant for the period of Tenant's Lease on the following basis: Tenant agrees, by signing the Lease, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order at his/her expense. Appliances and/or furniture must remain on the premises unless authorized by Landlord.

#### **APPLIANCES AND/OR FURNITURE**

##### **Appliances –**

- (1) Refrigerator; brand new; located in kitchen
- (1) Stove; good condition; located in kitchen
- (1) Clothes washer, brand new, located in kitchen
- (1) Clothes dryer, brand new, located in kitchen
- (1) Microwave, good condition, located in kitchen

##### **Furniture –**

- (1) Microwave cart/kitchen island, good condition
- (2) Cube storage bench, brand new
- (3) Hall tree/bench, good condition

## Cleasby Properties LLC Non-Standard Rental Provisions

### Tenant's Initial:

SECURITY DEPOSIT WITHHOLDING: In addition to the standard security deposit deductions allowable under ATP 134, Landlord may deduct from Tenant's security deposit the following items if not paid at the end of the lease term:

\_\_\_\_\_ Re-keying or changing locks that were: a) requested by Tenant during the term of the Lease; b) performed by Tenant.

\_\_\_\_\_ Tenant agrees to remain current on appropriate utility charges (as designated in the Lease) pursuant to the Lease term. Should Tenant fail to bring all charges current within seven (7) calendar days of vacating, payment of such charges plus a reasonable \$30.00 handling charge shall be assessed.

\_\_\_\_\_ Tenant agrees that if a vacated unit is **not** left in as good or better condition than noted on the Check-in form or needs repairs, Landlord may deduct the actual costs of cleaning and/or repairs at the following rates plus the cost of all materials:

General cleaning	\$25.00/hr
General maintenance	\$40.00/hr
Cleaning and deodorizing refrigerator	\$25.00/hr
Cleaning stove, oven and microwave	\$45.00/hr
Broken windows, fixture glass/globe	Replacement cost
Missing/damages drapes and/or blinds	Replacement cost (min. \$20/window)
Damage to walls and woodwork	\$40.00/hr
Removal of Tenant's personal property	\$25.00/1st item, \$15.00 each additional item
Subcontract work (e.g. plumbing) plus	
Service (truck) charges	At contract market rate

\_\_\_\_\_ Mitigation costs allowable under Chapter 704, Wis. Stats. in case Tenant vacates from the Premises prior to the end of the term (or any extension thereof). Such costs may include, but are not limited to fees for late payment of rent, showing fees, advertising and rental commissions.

\_\_\_\_\_ Any painting or replacement of items as a result of cigarette smoking will be at the expense of the tenant.

I/we have read and understand the above Non-Standard Rental Provisions of the lease. By initialing above, I/we acknowledge that the Landlord or Landlord's Agent has identified and discussed each of the above provisions.

**Cleasby Properties LLC**  
**SMOKE DETECTOR ADDENDUM**

Landlord and Tenant hereby acknowledge that state law requires Landlord to install a functional smoke detector in the basement of the dwelling and on each floor level, except the attic or storage area of a dwelling unit. State law further requires Tenant to maintain any smoke detector in the unit unless Tenant or government building inspector gives written notice to Landlord that the smoke detector is not functional. Landlord shall within five (5) days after receipt of that notice provide any maintenance necessary to make that smoke detector functional. Upon discovery that a smoke detector in the unit requires maintenance, Tenant agrees to immediately either provide any maintenance necessary to make that smoke detector functional or provide Landlord written notification of the required maintenance.

By signing below, Landlord and Tenant affirm that they have read and understand their responsibilities and liabilities regarding smoke detectors as required by state law.

**Tenant(s):**

1: \_\_\_\_\_

2: \_\_\_\_\_

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

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

By signing below, Landlord accepts its responsibilities as stated by law.

**Landlord:** Cleasby Properties LLC

By: \_\_\_\_\_

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

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

**Cleasby Properties LLC**  
**ANTI-DRUG ADDENDUM**

THIS FORM IS TO BECOME ATTACHED TO AND MADE PART OF A LEASE DRAWN OR TO BE DRAWN BETWEEN BOTH PARTIES:

Residents shall not, in the Premises, hallways, parking lots, green space, maintenance areas, laundry room, pools, recreational facilities, lobbies, and all exterior areas of the building, and all other common and/or public areas of the building (the foregoing are collectively referred to as the "Premises") engage in or permit any drug related criminal activity or engage in or permit any criminal activity or other activity that endangers the health or safety of other residents, in the Landlord's sole discretion, or engage in or permit any activity that is, or engage in or permit any activity that is, in the Landlord's sole discretion, otherwise injurious to the community or its reputation.

Instances of such conduct shall include, but not be limited to, Tenant(s) permitting co-tenants, occupants, member of Tenant's household or family, guest, invitee, or other persons Tenant permits to occupy or use the Premises, to keep, use, manufacture, purchase, sell possess, or otherwise distribute controlled substances (as defined in section 102 of the Controlled Substance Act, 21 U.S.C. Section 802) or drug-related paraphernalia in or about the Premises.

Tenant further agrees that if controlled substances are found in the Premises during the tenancy, except such controlled substances as have been dispensed to the person in possession of the same pursuant to a lawfully issued prescription (it being the burden of the Tenant to establish that all elements of the foregoing exceptions apply), the existence of such controlled substances shall constitute a material non-compliance by the Tenant of this Lease. The restrictions contained hereunder are material obligations under the Lease. It is fully understood that a single violation of any of the provisions of this Addendum shall be deemed a material violation of the Lease, and good cause for termination of the tenancy.

IN WITNESS WHEREOF, the parties have executed this "Anti-drug rules addendum" on the date(s) below.

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

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

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

**Cleasby Properties LLC**  
**SECURITY DEPOSIT RECEIPT**

This document shall be incorporated into the Lease for tenants identified below, as if set forth in full.

Upon execution of this Lease, Tenant paid a security deposit in the amount of **\$1,200** to be held by Landlord. Landlord may utilize, invest or commingle the security deposit as desired. A security deposit, by Wisconsin Law, cannot be used by the Tenant as a full or partial rent payment.

Earnest money paid at the time of application shall be applied toward the security deposit when the Lease is signed.

Tenant shall not vacate the premises without contacting the Landlord. Upon termination of tenancy, the following check-out procedures shall be followed:

A. Tenant shall arrange a mutually acceptable date and time to meet with the Landlord for a final inspection of the premises. The date must be within forty-eight (48) hours of vacancy and at least one Tenant shall be present while the Landlord/Agent conducts the inspection.

B. At the inspection:

1. The check-out form shall be completed and any damage noted.
2. Tenant shall provide one (1) forwarding address in writing to which a security deposit refund check, and/or a rent credit check should be mailed.
3. Arrangements shall be made for the return of keys and garage door openers.

The security deposit less any amounts withheld will be mailed **within the time required by Section 704.28 of the Wisconsin Statutes**.

If all or part of the security deposit is to be returned, **Landlord shall issue one (1) check payable to all tenants named on the Lease**. The check will be mailed to the following address: \_\_\_\_\_.

**Tenants:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Landlord: Cleasby Properties LLC**

By: \_\_\_\_\_

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

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