

DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf, the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent of
4 another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

- 8 ■ The duty to provide brokerage services to you fairly and honestly.
- 9 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 10 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
11 unless disclosure of the information is prohibited by law.
- 12 ■ The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 57-66).
- 14 ■ The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 24-40).
- 16 ■ The duty to safeguard trust funds and other property held by the Firm or its Agents.
- 17 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector.

22 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-
23 language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

24 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the Firm
25 or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person would want
26 to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular
27 information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer
28 providing brokerage services to you.

- 29 The following information is required to be disclosed by law:
- 30 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 52-60).
 - 31 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report
32 on the property or real estate that is the subject of the transaction.

33 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list
34 that information below (see lines 36-40). At a later time, you may also provide the Firm or its Agents with other information
35 you consider to be confidential.

36 **CONFIDENTIAL INFORMATION:** _____
37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____
39 _____
40 _____ *(Insert information you authorize to be disclosed, such as financial qualification information.)*

41 **THIS IS A DISCLOSURE AND DOES NOT CREATE A CONTRACT. THIS DISCLOSURE IS TO BE PROVIDED BY**
42 **AN AGENT ASSOCIATED WITH A LISTING FIRM OR WITH A SUBAGENT FIRM PROVIDING BROKERAGE**
43 **SERVICES TO A BUYER OR TENANT.**

44 **FAIR HOUSING/ NON-DISCRIMINATION**
45 The Firm and its agents agree that they will not discriminate based on race, color, sex, sexual orientation as defined in
46 Wisconsin Statutes § 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age,
47 ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

48 **NOTICE ABOUT SEX OFFENDER REGISTRY**
49 You may obtain information about the sex offender registry and persons registered with the registry by contacting the
50 Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at 608-240-5830.

51 **DEFINITIONS**

52 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
53 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
54 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
55 or would affect the party's decision about the terms of such a contract or agreement.

56 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
57 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
58 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
59 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract
60 or agreement made concerning the transaction.

61 **COMPENSATION**

62 **The Firm does not charge compensation to show homes to a customer under this disclosure.**

63 **Real estate commissions and compensation are not set by law and are fully negotiable. A firm may not represent**
64 **that the firm's services are free or available at no cost to their clients, unless they receive no financial**
65 **compensation from any source for those services.**

66 **The Firm may receive compensation from the listing firm as an agent working with a buyer as customer in the**
67 **purchase of a property.**

68 **ACKNOWLEDGMENT**

69 **Wisconsin law requires the Firm to request the customer's signed acknowledgment that the customer has**
70 **received a copy of this written disclosure statement if the Firm will provide brokerage services related to real**
71 **estate primarily intended for use as a residential property containing one to 4 dwelling units.**

72 **SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY CONTRACTUAL OBLIGATIONS**
73 **FOR EITHER THE CUSTOMER OR THE FIRM.**

74 **By signing and dating below I /we acknowledge receipt of a copy of this disclosure.**

75 (x) _____
76 Customer Signature ▲ Print Name ▲ Date ▲

77 (x) _____
78 Customer Signature ▲ Print Name ▲ Date ▲

79 (x) _____ Woodland Dev. & Realty
80 Agent for Firm ▲ Print Name ▶ Jeremy & Amanda Mavis Firm Name ▲ Date ▲

RESIDENTIAL RENTAL CONTRACT

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

1 This Contract for the rental or lease of the Premises identified below is entered into by and between the Landlord and Tenant
2 (referred to in the singular whether one or more) on the following terms and conditions:

3 ■ **LANDLORD:** Jeremy D Mavis, Amanda D Mavis
4 Name, address and contact information for rent payments: MP Beal Avenue LLC, PO Box 274, Hayward, WI 54843
5 | 715-558-2866

6 Name and contact information for maintenance/management issues: lines 4-5
7 _____

8 Name of agent for service of process: lines 4-5

9 Address for service of process: lines 4-5

10 ■ **TENANT:** Number of occupants: _____ Names of Tenants: _____
11 _____

12 Names of other occupants (Minor children, etc.): _____

13 ■ **PREMISES:** Building Address: 10745 Beal Avenue, Hayward, WI 54843

14 Apartment/room/unit: _____ Other: None Included furnishings: appliances, refrigerator, range, oven and:
15 microwave, a/c unit

16 ■ **RENT:** Rent of \$ 1,250.00 for Premises and \$ _____ for other (specify: n/a
17 _____) is due on the 1st day of each month. If payment is received or postmarked by
18 the 7th day of the month when due, rent is \$ 1,300.00 for the Premises and \$ _____ for other.
19 Charges Incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash
20 payments. All Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this
21 Contract and under Wisconsin law. Acceptance of a delinquent payment does not constitute a waiver of that default or any
22 other default under this Contract.

23 ■ **TERM:** CHECK EITHER (A) OR (B) AND COMPLETE AS APPLICABLE

24 (A) Month to month beginning on: _____ -OR-
25 (B) For a term of _____ months, beginning on _____ and ending on _____
26 _____ (Note: A lease for a fixed term expires without further notice. If a
27 tenancy is to be continued beyond the stated lease term, arrange for this in advance of lease expiration.)

28 ■ **SECURITY DEPOSIT:** Upon execution of this Contract, Tenant shall pay a security deposit in the amount of
29 \$ 1,250.00 to be held by Jeremy & Amanda Mavis

30 ■ **UTILITIES:** Check if paid by Landlord (included in rent) or Tenant (paid separately in addition to the rent):

| | Landlord | Tenant | Landlord | Tenant | Landlord | Tenant |
|---------------------|--------------------------|-------------------------------------|----------|-------------------------------------|----------|--|
| 32 Electricity | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Water | <input checked="" type="checkbox"/> | Gas | <input type="checkbox"/> |
| 33 Hot Water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Heat | <input checked="" type="checkbox"/> | Trash | <input checked="" type="checkbox"/> |
| 34 Air Conditioning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sewer | <input checked="" type="checkbox"/> | Other | <input checked="" type="checkbox"/> <u>lawn & snow</u> |

35 If any utilities or services payable by Tenant are not separately metered, Tenant's share is determined as follows:
36 n/a

37 ■ **PETS:** Pets (are) (are not) permitted STRIKE ONE ("are not" if neither is stricken). Insert any additional provisions relating
38 to pets in Special Provisions or in the Rules and Regulations or another Attachment to this Contract.

39 ■ **TIME IS OF THE ESSENCE:** Time is of the essence as to all dates and deadlines set in this Contract or by law, unless
40 otherwise provided in Special Provisions. Parties failing to perform by a "Time is of the Essence" deadline will be in breach
41 of this Contract Immediately upon passage of the deadline.

42 ■ **PROMISES TO REPAIR.** Any promise to repair, clean, or improve the Premises shall include a date of completion, and
43 is stated in Special Provisions or a separate addendum attached to this Contract if the promise was made before the

44 execution of this Contract. Time is of the essence does not apply if Landlord gives Tenant timely notice of any delay due to
 45 causes beyond Landlord's control (labor stoppage, etc.) and states a new completion date.

46 ■ **CODE VIOLATIONS; ADVERSE CONDITIONS.** Landlord has no actual knowledge of any building code or housing code
 47 violation that affects the Premises, or a common area associated with the Premises, presents a significant threat to Tenant's
 48 health or safety, and has not been corrected, unless disclosed by Landlord before entering into this Contract and before
 49 accepting any earnest money or security deposit and stated in Special Provisions or an Attachment to this Contract [Wis.
 50 Stat. § 704.07(2)(bm)]. Any conditions adversely affecting habitability of the Premises such as no hot or cold running water,
 51 plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of
 52 maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or
 53 structural or other conditions substantially hazardous to health or safety, were disclosed by Landlord before entering into
 54 this Contract and before accepting any earnest money or security deposit and are listed in Special Provisions or an
 55 Attachment to this Contract [Wis. Admin. Code § ATCP 134.04].

56 ■ **INSPECTION AND CHECK-IN SHEET.** Landlord shall provide a check-in sheet when Tenant commences occupancy of
 57 the Premises. Tenant has 7 days from the date Tenant commences occupancy to complete the check-in sheet and return
 58 it to Landlord. [Wis. Stat. § 704.08].

59 ■ **SECURITY DEPOSIT.** Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's
 60 last known address, or transmitted electronically if authorized by Tenant below, within 21 days of when Tenant vacates the
 61 Premises as established in accordance with Wis. Stat. § 704.28(4). Landlord will provide a written statement accounting for
 62 all amounts legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is
 63 responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant may not use the security
 64 deposit as payment of the last month's rent without Landlord's written permission. After Tenant vacates the Premises,
 65 Tenant shall return, or account for, any of Landlord's property held by Tenant such as keys and garage door openers.

66 ■ **USE.** Tenant shall use the Premises for residential purposes only. Tenant shall not (1) make or knowingly permit use of
 67 the Premises for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building
 68 in which the Premises are located, or (3) do, use, or keep in or about the Premises anything which would adversely affect
 69 coverage under a standard fire and extended insurance policy. Neither this provision nor any other provisions in this
 70 Contract or in the Landlord's rules and regulations or nonstandard rental provisions authorizes Landlord to terminate the
 71 tenancy of Tenant based solely on the commission of a crime in or on the Premises if Tenant, or someone who lawfully
 72 resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

73 ■ **GUESTS.** Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet
 74 enjoyment of other occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No
 75 guest may remain for more than two weeks without written consent of Landlord, which will not be unreasonably withheld.
 76 Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises
 77 or the building or development in which they are located, by Tenant or Tenant's guests and invitees.

78 ■ **MAINTENANCE.** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing and
 79 identify reasonable time periods during which Landlord is authorized to enter to perform maintenance. Tenant shall maintain
 80 the Premises under Tenant's control in a clean and as good a general condition as they were at the beginning of the term
 81 or as subsequently improved by Landlord, except normal wear and tear. Tenant is responsible for minor repairs including,
 82 but not limited to, replacement of batteries, light bulbs, fuses, and washers. Tenant shall not, unless permitted in the rules
 83 or with specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to
 84 attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything
 85 which subsequently affects the exterior appearance of the Premises or the property of which it is a part. Whichever party is
 86 obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises
 87 and prevent damage to the Premises and the building in which they are located. Tenant shall maintain all smoke detectors
 88 located in the Premises or give Landlord written notice if a smoke detector is not functional.

89 ■ **ENTRY BY LANDLORD.** Landlord may enter the Premises at reasonable times upon advance notice to Tenant to inspect
 90 the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or
 91 regulations. Advance notice may be given by email if authorized per lines 161-169. Landlord may enter without advance notice
 92 with Tenant's consent, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is
 93 necessary to protect the Premises or the building in which they are located from damage. Tenant shall not add or change locks
 94 without obtaining Landlord's written permission and immediately providing Landlord keys to permit access to the Premises. Landlord
 95 shall not add or change locks without obtaining Tenant's written permission unless the addition or change of locks is pursuant to
 96 court order or per Wis. Stat. § 704.16 (imminent threat of serious physical harm). Improper denial of access to the Premises is a
 97 breach of the Contract.

98 ■ **RULES.** Landlord may make reasonable rules governing the use and occupancy of the Premises and common areas.
 99 Tenant acknowledges receipt of the rules prior to signing this Contract. Any failure by Tenant to comply with the rules is a
 100 breach of the Contract. Landlord may make reasonable amendments to the rules and any amendment shall become
 101 effective no sooner than 14 days after the amendment is delivered to Tenant. If an amendment materially and adversely
 102 affects Tenant's use of the Premises, Tenant may at any time before it becomes effective terminate this Contract by

103 giving Landlord not less than 21 days' written notice, effective as of the end of a rent-paying period, citing the amendment
104 and its effect on Tenant's use of the Premises.

105 ■ **MITIGATION.** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's
106 breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less
107 costs of re-renting, to Tenant's obligations under this Contract. Tenant remains liable for any deficiency.

108 ■ **PERSONAL PROPERTY.** Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from
109 the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal
110 property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed
111 appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord
112 shall hold the property for seven days from the date on which Landlord discovers the property and shall promptly return the
113 property to Tenant if Landlord receives a request for its return before disposing of it. After that time, Landlord may dispose
114 of this property in the manner that Landlord determines is appropriate, [Wis. Stat. § 704.05(5)(am)]. If the abandoned
115 property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice,
116 personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose
117 of the property by sale or other appropriate means [Wis. Stat. § 704.05(5)(b)].

118 ■ **ASSIGNMENT.** Tenant shall not assign this Contract or sublet the Premises or any part thereof without prior written
119 consent of Landlord, which will not be unreasonably withheld. This Contract may be terminated or modified by written
120 agreement of Landlord and Tenant.

121 ■ **CONTROLLING LAW.** Landlord and Tenant understand that their rights and obligations under the Contract are subject
122 to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable
123 local ordinances, and any other applicable law. Both parties shall obey all governmental orders, laws, rules, and regulations
124 related to the Premises.

125 ■ **SALE OF PROPERTY.** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under
126 this Contract are expressly released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's
127 obligations under this Contract.

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

134 ■ **CARBON MONOXIDE DETECTOR; SMOKE ALARMS.** Landlord shall install functional carbon monoxide (CO) detectors
135 in the Premises and in any common areas, as required by law. If the Premises is within a building with three or more dwelling
136 units, Landlord shall maintain the CO detectors. If Tenant or any government inspector gives written notice to Landlord that
137 a CO detector is not functional or has been removed, Landlord shall repair or replace the detector within five days after
138 receipt of the notice. If the Premises is within a building with three or more dwelling units, Tenant agrees to immediately
139 give Landlord written notice upon discovery that a CO detector in the Premises is not functional or has been removed. If
140 the Premises is a one or two-family dwelling, Tenant shall maintain the CO detectors in the Premises and upon discovery
141 that a CO detector requires maintenance, agrees to immediately either perform any maintenance necessary to make that
142 detector functional or provide Landlord written notice regarding the required maintenance. Landlord must install and
143 maintain the smoke alarms, and Tenant must inform Landlord in writing of any smoke detector problems, such as a dead
144 battery. The Landlord has five days to correct the problem.

145 ■ **NOTICE OF DOMESTIC ABUSE PROTECTIONS.** (1) As provided in § 106.50(5m)(dm) of the Wisconsin statutes, a
146 tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant
147 is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic
148 abuse, sexual assault, or stalking committed by either of the following:

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

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

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

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

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

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

159 ■ **AGENCY NOTICE.** Tenant understands that any property manager, rental agent or employees thereof are representing
160 Landlord.

161 ■ **ELECTRONIC COMMUNICATIONS.** Landlord and Tenant agree to the use of electronic documents, email, and electronic
 162 signatures to the extent not prohibited by federal or Wisconsin law. Tenants must first consent electronically as required by
 163 federal law and provide their email addresses below. Landlord and Tenant agree that Landlord may provide the following
 164 electronically: (1) a copy of this Lease and any related attachment or document; (2) a security deposit and any documents
 165 related to the accounting or disposition of the security deposit and refund; (3) any promise made by Landlord prior to
 166 entering into this Lease to clean, repair, or otherwise improve the Premises; and (4) an advance notice to enter the Premises
 167 to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable
 168 laws and regulations. Maintenance requests may be submitted by email if an email Address is given at lines 6-7. Default or
 169 eviction notices cannot be given electronically.

170 ■ **PROTECTION FOR VICTIM OF CRIME.** No provision in this Contract or in the Landlord's rules and regulations or
 171 nonstandard rental provisions authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a
 172 crime in or on the Premises if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat.
 173 § 950.02(4), of that crime.

174 ■ **RETALIATION PROHIBITED.** Nothing in this Contract, or Landlord's rules and regulations or nonstandard rental
 175 provisions, allows Landlord to do, or threaten to do, any of the following solely because Tenant has contacted an entity for
 176 law enforcement services, health services, or safety services: Increase rent, decrease services, bring an action for
 177 possession of the Premises, or refuse to renew the Contract.

178 ■ **SEVERABILITY.** In accordance with Wis. Stat. § 704.02, if any provision of this Contract is rendered void or
 179 unenforceable, that provision is severed and does not affect or invalidate the other provisions of the Contract that can be
 180 given effect without the invalid provision. Should the entire Contract be deemed void and unenforceable, a periodic tenancy
 181 is created and Tenant holds possession as a periodic tenant under § 704.01(2) and pays rent on a periodic basis.

182 **SPECIAL PROVISIONS: Tenant acknowledges and understands that both property owners are**
 183 **licensed real estate agents in WI and that MP Bay Avenue LLC is not associated with**
 184 **Woodland Dev. & Realty. Tenant also acknowledges, understands and gives consent for the**
 185 **security deposit to be held in an account maintained in the name of the owner(s).**

186 Attachments checked below are attached to this Contract and incorporated herein by reference.

| ATTACHMENT | Check | ATTACHMENT | Check |
|---|-------|-------------------------------|-------|
| Guarantee/Renewal/Assignment/Sublease | ✓ | Nonstandard Rental Provisions | X |
| Rules and Regulations | X | Promises to Repair | |
| Smoke and Carbon Monoxide Detector Notice | | Code Violations | |
| Lead-Based Paint Disclosure & Pamphlet | | Real Estate Agency Disclosure | X |
| Amendment | | Utilities Cost Allocation | |
| Other: Check-in Sheet | X | Other: | |
| Other: | | Other: | |

187 ■ **NOTICE:** Tenant may obtain information about the sex offender registry and persons registered with the registry by
 188 contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by
 189 phone at 608-240-5830.

190 **Landlord shall provide Tenant with a copy of this Contract and any rules and regulations.**

191 **Landlord shall give Tenant a check-in sheet when Tenant commences occupancy of the Premises.**

192 **NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE RIGHTS AND OBLIGATIONS. TENANT**
 193 **SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL RIGHTS.**

194 (x) _____
 195 Landlord's/Property Manager's Signature ▲ Print Name Here ► **Jeremy Mavis or Amanda Mavis** Date ▲

196 Landlord/Property Manager email address: **jeremy@alittle.fish**

197 (x) _____
 198 Tenant's Signature & email address ▲ Print Name Here ► Date ▲

199 (x) _____
 200 Tenant's Signature & email address ▲ Print Name Here ► Date ▲

201 (x) _____
 202 Tenant's Signature & email address ▲ Print Name Here ► Date ▲

203 (x) _____
 204 Tenant's Signature & email address ▲ Print Name Here ► Date ▲



CHECK-IN SHEET

Landlord has provided this Check-In Sheet as required by Wis. Stat. § 704.08. Tenant has 7 days from the date Tenant commences occupancy to complete this Check-In Sheet and return it to Landlord.

PREMISES: 10745 Beal Avenue, Hayward, WI 54843

| | |
|--|--|
| LANDLORD/MANAGER: <u>Jeremy or Amanda Mavis</u> | TENANT(S): _____ _____ _____ |
| Address: <u>PO Box 274, Hayward, WI 54843</u> | _____ _____ |
| Telephone: <u>(715) 558-2866</u> | _____ _____ |
| Date Sheet Given to Tenant: _____ | _____ _____ |

The purpose of this form is for Tenant to make comments, if any, about the condition of the Premises. If Tenant does not complete and return this Check-In Sheet, then Tenant will have deemed the condition of the Premises to be acceptable. Please note "None" or "N/A" as applicable.

| ROOM/AREA | TENANT COMMENTS REGARDING CONDITION OF PREMISES |
|---|---|
| Living room | |
| Dining room | |
| Hallways | |
| Kitchen | |
| Bedroom #1: location: _____ _____ | |
| Bedroom #2: location: _____ _____ | |
| Bedroom #3: location: _____ _____ | |

| | |
|--|--|
| Bedroom #4: location: _____ _____ | |
| Bathroom #1: location: _____ _____ | |
| Bathroom #2: location: _____ _____ | |
| Exterior | |
| Garage/Parking Area | |
| Storage area | |
| Outside porch | |
| Other Comments | |

This is not a request for maintenance or repairs. All maintenance requests must be made separately.

Landlord may use this Check-In Sheet to determine if any of Tenant's security deposit will be withheld for damages beyond normal wear and tear after Tenant vacates the Premises. Under Wis. Stat. § 704.28, Landlord may withhold amounts reasonably necessary to pay for: (a) Tenant damage, waste, or neglect of the Premises, (b) unpaid rent for which Tenant is legally responsible, (c) payment that Tenant owes under the rental agreement for utility service provided by Landlord but not included in the rent, (d) payment that Tenant owes for direct utility service provided by a government-owned utility, to the extent that Landlord becomes liable for Tenant's nonpayment, (e) unpaid monthly municipal permit fees assessed against Tenant by a local unit of government to the extent that Landlord becomes liable for Tenant's nonpayment, and (f) any other payment for a reason provided in a nonstandard rental provision.

(X) _____ (X) _____
 Tenant's Signature ▲ Date ▲ Tenant's Signature ▲ Date ▲

(X) _____ (X) _____
 Tenant's Signature ▲ Date ▲ Tenant's Signature ▲ Date ▲

(X) _____ (X) _____
 Tenant's Signature ▲ Date ▲ Tenant's Signature ▲ Date ▲



NONSTANDARD RENTAL PROVISIONS

Tenant must initial or sign each relevant provision. Landlord should sign at the bottom of this form.

1 Tenant must initial or sign each relevant paragraph regarding the rental agreement for: 10745 Beal Avenue,
2 Hayward, WI 54843 ("Premises").

3 **UTILITIES PAYMENT UPON SURRENDER**

4 In the event Tenant is responsible for payment of municipal utilities, Tenant agrees to pay said utilities in a timely
5 manner, prior to any penalties being assessed, and to present a paid "final" receipt to Landlord. In the event Tenant
6 does not pay said bills in a timely manner, or does not present a final receipt, when Tenant vacates the Premises,
7 Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant specifically
8 agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$20.00 for each utility
9 provider Landlord must contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord
10 to deduct any such amounts and charges from Tenant's security deposit.

11 Tenant Initials or Signature(s): _____ ▲ Date

12 **PET DAMAGE**

13 Tenant acknowledges Tenant is not authorized to have a pet on the Premises. In the event a pet enters the Premises at
14 any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and
15 odor) and pest extermination (e.g. fleas) expenses are considered Tenant damage, waste or neglect of the Premises,
16 beyond normal wear and tear. Tenant agrees to pay costs of said carpet repair and/or exterminating, and specifically
17 authorizes Landlord to deduct charges for same from Tenant's security deposit if Tenant does not pay before Tenant
18 vacates the Premises and the security deposit is returned. Nothing herein shall be construed as an authorization for
19 Tenant to keep a pet on the Premises without written permission.

20 Tenant Initials or Signature(s): _____ ▲ Date

21 **AUTHORIZATION TO ENTER FOR REPAIRS**

22 In the event Tenant requests maintenance or repair services inside the Premises, without specifying that Landlord must
23 contact Tenant before performing such repairs or maintenance and without specifying a proposed time for maintenance
24 or repair personnel to enter the unit, Tenant's request for such repairs or maintenance shall automatically be considered
25 authorization for Landlord or its designated contractors to enter the Premises without further notice to Tenant as follows:

26 — CHECK LINE 27 OR 29 AND COMPLETE AS APPLICABLE —

27 Landlord's maintenance and repair personnel may enter the Premises during reasonable business hours, and
28 within a reasonable time from when the repairs or maintenance are requested.

29 _____
30 _____

31 Tenant Initials or Signature(s): _____ ▲ Date

32 **OTHER** Specify: _____

33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____

41 Tenant Initials or Signature(s): _____ ▲ Date

42 **LANDLORD:** MP Beal Avenue LLC Jeremy or Amanda Mavis ▲ Date

Drafted By Attorney Debra Peterson Conrad
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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

43 **Wis. Stat. § 704.28 Withholding from and return of security deposits.**

44 (2) NONSTANDARD RENTAL PROVISIONS. Except as provided in sub. (3), a rental agreement may include one or
 45 more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for
 46 reasons not specified in sub. (1) (a) to (e). Any such nonstandard rental provisions shall be provided to the tenant in a
 47 separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify
 48 each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If
 49 the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed
 50 that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has
 51 agreed to it.

52 (3) NORMAL WEAR AND TEAR. This section does not authorize a landlord to withhold any amount from a security
 53 deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held
 54 responsible under applicable law.

55 (4) TIMING FOR RETURN. A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by
 56 the tenant, less any amounts that may be withheld under subs. (1) and (2), within 21 days after any of the following:

57 (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental
 58 agreement terminates.

59 (b) If the tenant vacates the premises or is evicted before the termination date of the rental agreement, the date on
 60 which the tenant's rental agreement terminates or, if the landlord rerents the premises before the tenant's rental
 61 agreement terminates, the date on which the new tenant's tenancy begins.

62 (c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which
 63 the landlord learns that the tenant has vacated the premises or has been removed from the premises
 64 under s. 799.45(2).

65 **Wis. Admin. Code § ATCP 134.09 Prohibited practices.**

66 (2) UNAUTHORIZED ENTRY. (a) Except as provided under par. (b) or (c), no landlord may do any of the following:

67 1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to
 68 prospective tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time
 69 reasonably required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.

70 2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means
 71 at least 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter
 72 time period.

73 (b) Paragraph (a) does not apply to an entry if any of the following applies:

74 1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

75 2. A health or safety emergency exists.

76 3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from
 77 damage.

78 (c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling
 79 unit at reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the
 80 nonstandard provision, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which
 81 the landlord provides to the tenant. The landlord shall specifically identify and discuss the nonstandard provision with
 82 the tenant before the tenant enters into any rental agreement with the landlord. If the tenant signs or initials the
 83 nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that
 84 nonstandard provision with the tenant, and that the tenant has agreed to it.

85 Note: The separate written document under par. (b) may be pre-printed.

86 (d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who
 87 may be present in the dwelling unit, and identifying himself or herself upon request.

88 Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is
 89 present in the dwelling unit, the landlord must then identify himself or herself upon request.

90 (4) CONFISCATING PERSONAL PROPERTY.

91 (a) No landlord may seize or hold a tenant's personal property, or prevent the tenant from taking possession of the
 92 tenant's personal property, except as authorized under s. 704.05(5), Stats., or a written lien agreement between the
 93 landlord and tenant.

94 (b) A lien agreement under par. (a), if any, shall be executed in writing at the time of the initial rental agreement. The
 95 landlord shall include the lien agreement in a separate written document entitled "NONSTANDARD RENTAL
 96 PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss the lien
 97 agreement with the tenant before the tenant enters into any rental agreement with the landlord. The lien agreement is
 98 not effective unless signed or initialed by the tenant.

99 **Wis. Stat. § 704.11 Lien of landlord.**

100 Except as provided in ss. 704.90 and 779.43 or by express agreement of the parties, the landlord has no right to a lien
 101 on the property of the tenant; the common-law right of a landlord to distraint for rent is abolished.