

Residential Rental Agreement



Date: [DATE]

Tenant Name(s): _____

Other Minor Occupant(s): _____

Landlord and Tenant(s) agree to enter into the Rental Agreement on the terms and conditions as shown in this Agreement.

1.1 TYPE OF TENANCY:

Beginning [DATE] and ending [DATE]. Prior to the expiration of the original term, Tenant shall receive notice regarding renewal options.

1.2 COMMUNITY: [Community and Community Address] in the City/Village/Town of [Name of City/Village/Town], County of [County] . State of Wisconsin.

1.3 SITE: Manufactured home site address [Lease.Unit.Address.Street1()] within the Community consisting of approximately [Lease.Unit.Squarefootage()] square feet. The Site is equipped with the following Electrical Service: [X]100 amps []200 amps []Other

1.4 HOME: The home is manufactured by [Home Make] with serial number [Home Serial Number]. The owner shown on the certificate of home ownership (title) is: [home title name]. The lien holder is shown as: _____

[] Check if no lien holder.

1.5 PREMISES: Subject to the provisions of this Rental Agreement, Tenant agrees to lease from Landlord the following:

[X]Site or []Site and Home (Check one.)

1.6 RENT & OTHER MONTHLY PAYMENTS: \$[Rent Recurring Charges] per month rent. A monthly municipal permit fee of approximately \$[Recurring Charges Personal Property tax] will be collected with the rent. Tenant agrees to pay the monthly rent and monthly municipal permit fees to Landlord in advance of or on the 1st day of each month during the tenancy. Tenant's failure to make full payment of the monthly rent and additional fees by the date set forth shall constitute a breach of this Rental Agreement.

Pet Fee \$10 or \$20 per dog per month; See "Community Guidelines for Living"

DISCOUNT: [X] A discount of \$50.00 will be given if rent is paid on or before the 1st day of the month.

[] A discount of \$ _____ will be given for _____.

NSF CHARGES: An insufficient funds charge of \$30.00 will apply to any check or other payment returned to Landlord due to insufficient funds. Landlord has the right to demand that any returned item be replaced by a cashier's check, certified check, cash, cashpay or money order. If two or more checks or bank drafts are returned for insufficient funds during the term of this Rental Agreement, Landlord shall have the right to demand that all future payments be paid by cashier's check, certified check, cashpay or money order.

ACCEPTANCE OF RENT: Tenant acknowledges and agrees that if Landlord files for an eviction, the eviction may not be dismissed solely because the Landlord accepts past due rent from Tenant after the termination of the tenancy.

1.7 SERVICES: Use the lists below to indicate the service provider and rate or method of charging if charged by Landlord.

Table with 4 columns: Included in Rent, Charged Separately, Outside Vendor, Describe rate or method if billed by Landlord. Rows include Water, Sewer, Garbage, and Other Service or Utility.

If not listed above, no services are furnished by Landlord and included in the rent.

Any increase in charges by a utility provider shall be the responsibility of the Tenant. If a change in utility provider or biller occurs during the term of the Rental Agreement, Tenant agrees to pay the new provider for utility services.

(a) Tenant shall promptly pay for all utility services when due. Any services furnished by Landlord and billed to Tenant shall be paid by Tenant as additional rent with the next payment of monthly rent due after receipt of Landlord's bill. If any services are to be provided by Landlord, then Landlord shall make all reasonable efforts to provide such services, but in no event shall Landlord be liable for damages, nor shall the rent be abated or subject to offset or deduction for temporary failure to furnish or any delay in furnishing any of the services, nor shall the temporary failure to furnish any services be construed as a constructive eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Rental Agreement. Landlord shall make all reasonable efforts to promptly restore services to the Site. Landlord shall have the right to transfer the responsibility for services shown provided by Landlord and not included in the rent to a municipal or other utility company, and upon notice of such transfer, Tenant agrees to pay the new provider for such service and Landlord shall thereafter not be responsible for the furnishing of any such service. If Tenant fails to pay any charges when due, Tenant shall be in breach of this Rental Agreement.

(b) Tenant shall be responsible and pay for connecting and/or disconnecting all utilities from the Home to the utility connection points provided by the Community, including the cost of parts needed for connections. All utility connections shall be done in accordance with all applicable codes and industry standards. Tenant shall maintain an adequate amount of protection in cold weather to prevent damage to the water supply lines and any valves and metering equipment that it may contain. Tenant shall be responsible for any damage resulting from Tenant's failure to maintain a reasonable amount of protection.

(c) Tenant shall comply with all present and future laws and regulations regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash ("Recycling Laws"). Tenant shall pay any cost which may be imposed upon Tenant directly as a result of the imposition of or change in any Recycling Laws and if such costs are imposed upon Landlord for the benefit of all of the Tenants of the Community, then Tenant shall pay a proportional share of such costs. Tenant shall also pay all costs, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with Recycling Laws or the provisions of this paragraph. Tenant expressly acknowledges that all the costs in connection with Recycling Laws are not included in the rent.

(d) The Site has the electrical service shown on page 1. Tenant acknowledges that changes to electrical service amperage or an increase in water riser size, if requested by Tenant in writing, will be performed at Tenant's expense by Landlord only or by a licensed contractor acceptable to Landlord.

2. SECURITY DEPOSIT: \$[350.00] (the maximum is set by state law.) Upon execution of this Rental Agreement, Tenant shall deposit with Landlord the Security Deposit as security for the performance by Tenant of all the terms and conditions of this Rental Agreement. Tenant has seven days after the commencement of the Tenancy to inspect the Premises and notify Landlord in writing of any damages or defects in the Premises which existed before the commencement of the Tenancy. If no notice is given by Tenant within the seven day period, it shall be presumed that no such damage existed and that Tenant received the Premises in good order and repair. Landlord, at its option, may withhold from the security deposit amounts permitted under Wis. Admin. Code ATCP 134.06 and/or Wis. Stat. 704.28.

3. RENEWAL AND HOLDOVER: Prior to the expiration of the Term of this Rental Agreement, Landlord and Tenant may enter into a new rental agreement or an extension of this Rental Agreement. If any changes in the terms or conditions of tenancy are to be made, then Landlord shall notify Tenant in writing of such changes at least 28 days before the date when the new rental agreement or extension of this Rental Agreement shall be effective. Tenant shall have 14 days after receipt of the notice to notify Landlord in writing of Tenant's acceptance or rejection of the new rental agreement or extension of this Rental Agreement and if Tenant fails to give such notification or rejects the new rental agreement or extension of this Rental Agreement, then the Rental Agreement shall terminate on the last day of the month following the expiration of the 28 day notice period. If Tenant remains in possession of the Premises after the expiration of the Term or other termination of this Rental Agreement without consent of Landlord, then Tenant shall be responsible for all damages sustained by Landlord resulting from Tenant's holding over, including, but not limited to, any claims or rents relating to subsequent occupants of the Premises. As allowed under Wis. Stat. 704.27, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession.

4. NOTICES OF TERMINATION OF A RENTAL AGREEMENT FOR ONE YEAR OR EXCEEDING ONE-YEAR: If the Rental Agreement term on page 1 is for more than 1 year, then Landlord and Tenant agree to follow the termination procedures set forth in Wis. Stats. 704.17(2) (a) to (c) unless the tenancy is being terminated pursuant to Wis. Stats. 704.17(3m), 704.17(2)(c) and 704.16(3).

5. USE: (a) The Site shall be used only for the placement of the Home and for a private residence in the Home for all named Tenants and all named minor dependents of Tenant as set forth on Tenant's application and this Rental Agreement. Any person other than listed on the Rental Agreement shall be considered a guest. Without the Landlord's written consent, any guest's stay shall not exceed a total of fourteen days within any twelve month period commencing with the first day of the guest's presence. Tenant shall be responsible for the acts of Tenant's other occupants and guests. Landlord shall have sole discretion to determine when a stay has exceeded fourteen days. Any person who is a guest and seeks to stay for more than fourteen days must be screened by Landlord using Landlord's standard procedures. Any guest who does not meet screening criteria must vacate.

(b) Tenant shall not use or permit the use of the Site for (1) any business enterprise including daycare unless authorized in writing by Landlord, (2) any unlawful purpose, or (3) any purpose that will adversely affect reputation of the Landlord, the Community or its residents. Nothing in this section authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

(c) Tenant shall not use or keep in, on, or about the Site anything which would adversely affect insurance coverage of the Home or the Community.

(d) No provision in this Rental Agreement authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

(e) Tenant shall not make excessive noise or engage in activities which unduly disturb neighbors or other Tenants within the Community. Tenant shall not disturb either the Landlord's or other Tenant's right to the use and enjoyment of the property or create a nuisance. Disorderly conduct directed at other tenants, or landlord, or landlord representative, or contractor, whether in person, or any other means will not be. Nothing in this section authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

(f) Tenant shall not keep in or about the Site any pet unless specifically approved in writing by Landlord and registered with the Community management. Landlord will administer this paragraph in conformance with Tenant's rights under the American's with Disabilities Act, Fair Housing Act and Wisconsin's Open Housing Law.

(g) Tenant shall in every respect comply with the ordinances of the municipality in which the Site is located and shall obey all lawful orders, rules and regulations of all governmental authorities. Tenant shall be responsible for any fines or other charges imposed on the manufactured home community or imposed by any level of government as a result of the Tenant's actions or inactions.

(h) Tenant shall not attach or affix anything to the exterior of the Home or construct any accessory structure on the Site, including any garage, shed, broadcast antennae greater than twelve feet high, satellite dish with a diameter greater than one meter, solar panel or wind turbine, exterior wood burning furnace or similar heating source, or other device without the prior written consent of Landlord. If Landlord consents, work shall be done in accordance with all applicable codes and regulations. Tenant shall not make any change to the exterior color of the Home or to any accessory structure on the Site without the prior written consent of Landlord. Tenant acknowledges that most construction requires a building permit. Tenant will obtain all required permits. The Site as described ends at the roof line. The Rental Agreement does not include an easement for light or solar access as this matter is specifically reserved by Landlord.

(i) Any accessory building that is not affixed to the ground is considered personal property and Tenant shall remove the accessory building upon removal of the Home unless there is a separate agreement to the contrary. If the accessory building is affixed to the ground, it is considered a fixture and shall not be removed and becomes property of Landlord when Tenant vacates.

(j) Tenant shall, within 15 days after the installation of the Home on the Site, install a "skirt" around the full perimeter of the Home which shall be first approved by Landlord. Skirting around the Home shall be properly maintained by Tenant during the entire Rental Agreement term in accordance with the standards at the time of original installation.

(k) Home shall be installed by a licensed and insured installer to applicable state standards.

(l) Except as otherwise stated in this paragraph, Tenant shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste or substance to be brought upon, used, stored or dumped on the Site or the Community. Tenant shall be responsible for any required repair, clean-up or detoxification of the Site caused by Tenant and shall indemnify Landlord from any liability, claim or expense. Proper use and storage of gasoline, gas cans, oil, lighter fluid, other flammables, or LP tanks is required. The foregoing covenant and indemnity shall survive the termination of this Rental Agreement.

(m) Upon the termination of this Rental Agreement, all trees, shrubs and plants placed upon the Site by Tenant and all additions and improvements to the Site by Tenant shall remain upon the Site and shall be the property of Landlord unless there is a separate written agreement to the contrary.

(n) The Rental Agreement is predicated upon an agreement between Landlord and Tenant(s) regarding who owns and occupies the home; therefore, Tenant shall not either intentionally or unintentionally alter or change the identity of, or increase or decrease the number of occupant(s) and/or owners of the Home from those who were listed on the initial or any subsequent Rental Agreement. Written approval of Landlord is needed prior to any change in ownership or occupancy of the Home.

6. APPLICATION AND REGISTRATION FORM: Tenant attests that all representations made in the application and registration form for this Rental Agreement are incorporated into this Rental Agreement and made a part of it. Tenant represents and warrants that all information contained in the application and registration form is true and understands that this information was given as an inducement for Landlord to enter into this Rental Agreement and therefore constitutes a material covenant. If any information contained in the application and registration form for rental is not true, correct and complete, Tenant shall be in breach of this Rental Agreement and Landlord shall have the right to terminate this Rental Agreement and evict Tenant.

7. CONDITION OF PREMISES: Pursuant to Wis. Stat. 704.07(2)(bm), Landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply: 1. The Landlord has actual knowledge of the violation. 2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises. 3. The violation presents a significant threat to the prospective tenant's health or safety. 4. The violation has not been corrected. (c) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the Landlord, this subsection is inapplicable and either sub. (3) or (4) governs.

8. MAINTENANCE AND REPAIR: Tenant shall at all times during the Rental Agreement Term keep the Home and any other improvements on the Site in good condition and repair including regular mowing and snow removal. Tenant shall keep the Home leveled and all exterior surfaces well maintained. Any broken windows shall be immediately repaired. Tenant shall keep the Home and Site in clean and tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Site or the Community. Tenant must maintain utility services by staying current with utility payments and the maintenance of the utility infrastructure of the Home.

9. COMMON AREAS: Landlord may at any time, give a 24 hour notice to close any of the private streets and walkways of the Community or any part of the Community to make repairs or changes, to prevent the acquisition of public rights in such area, to discourage non-resident parking, or for any other reason. Tenant acknowledges that the areas and facilities of the Community which are available from time to time for the common use of all tenants of the Community are being made available on a gratuitous basis and are not part of the Premises leased and the right to use these areas and facilities may be discontinued by Landlord at any time in its sole discretion, and discontinuance shall not be a default by Landlord under this Rental Agreement and shall have no effect on the rent to be paid or other obligations of the Tenant.

Landlord shall not be responsible for any loss or damage to Tenant's property in common areas or facilities or to any other person using them, except if the damage or injury is caused by the negligent acts or omissions of Landlord. Tenant using common areas and facilities does so at Tenant's own risk.

10. Guidelines for Community for Living: Tenant shall observe and comply with the Guidelines for Community for Living attached to this Rental Agreement. Tenant acknowledges that he or she has been furnished a copy of this Rental Agreement and the Guidelines for Community Living to inspect before paying any earnest money or security deposit or executing this Rental Agreement and further acknowledges receipt of a copy of this Rental Agreement and Guidelines for Community for Living. Landlord reserves the right to add to or amend the Guidelines for Community Living after giving Tenants 28 days advance written notice of any changes. Should Tenant neglect or fail to perform and observe any of the Guidelines for

Community Living, Tenant will be in breach of this Rental Agreement. In the event of a conflict between this Rental Agreement and the Guidelines for Community Living, the provisions of this Rental Agreement will control.

11. ADDITIONAL CHARGES: Tenant shall pay Landlord the charges set forth in this section as additional rent and within 10 days after Landlord's billing. Tenant's failure to pay any of the following charges shall be a breach of this Rental Agreement.

(a) On or before the date when Tenant is required to pay the monthly rent, Tenant shall pay the monthly municipal permit fee designated on page 1 and any personal property tax or any other tax and/or assessment imposed by any governmental agency or political subdivision for the right to use the Site for the siting of a manufactured/mobile home. Landlord shall notify Tenant in writing of any change in fees or taxes and Tenant shall adjust payments accordingly.

(b) If required maintenance is not performed by the Tenant, Landlord may, but shall have no obligation to, perform maintenance and Tenant shall pay Landlord the following maintenance charges:

Snow Removal: \$71.50 per occurrence **Lawn Care:** \$71.50 per occurrence **Debris Removal and/or Other Disposal:** \$71.50 per hr

ALL MAINTENANCE FEES MAY BE SUBJECT TO STATE AND / OR LOCAL SALES TAX

(c) Tenant shall pay Landlord the following miscellaneous fees:

Credit Card fee: 3.23% convenience fee	Credit Check fee with application: \$25.00
Other: returned checks for stopped payments or closed accounts \$30.00	Co-signer Credit Check fee: \$25.00 Printed Statement Fee: \$3.00

ALL FEES SUBJECT TO CHANGE BASED ON ANY INCREASE IN CHARGES BY PROCESSOR

(d) Tenant shall pay for any charges or fines levied on Landlord for frivolous or unnecessary calls to police, fire or other services that are attributable to Tenant(s), Tenant's occupants, guests or invitees.

12. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Rental Agreement or sublet the Premises or any part thereof or permit any part of the Premises to be used or occupied by anyone other than those persons listed as a Tenant or Occupant.

13. TRANSFER OR REMOVAL OF HOME: Prior to transfer or removal of Home, Tenant shall comply with all of the following provisions:

(a) Tenant must provide Landlord the opportunity to inspect the Home before the sale. Landlord's inspection is for purposes of compliance with habitability and community standards and in no way creates any warranty or expectation of home performance. If Landlord suspects issues of habitability, Landlord may require further inspection by a third party. All required repairs must be completed by Tenant at least 10 days prior to the sale of the Home. In the event any repair is unsatisfactory, Landlord reserves the right to require that the work be done by a qualified contractor. A copy of the inspection report shall be made available to any buyer by Tenant.

(b) Tenant acknowledges that a buyer cannot occupy the Home on the Site before buyer completes and Landlord accepts their application for rental and enters into a rental agreement. Tenant acknowledges that Landlord has the right to screen any prospective buyers. Tenant acknowledges that disapproval of the buyer's application is based on screening criteria of the Landlord and not because there has been a change in ownership of the Home or the age of the Home.

(c) No rent to own or similar transactions which result in the seller retaining title to the Home are permitted.

(d) Any transporter of the home must provide proof of insurance acceptable to Landlord and any other reasonable requirements of Landlord seven business days prior to transport.

14. INSURANCE AND LIABILITY OF TENANT: (a) Tenant's use of the Premises shall be at Tenant's sole risk and Tenant acknowledges that it is the responsibility of Tenant to obtain personal property, personal liability, accident and other insurance coverage adequate to protect Tenant and Tenant's personal property and to cover living expenses in the event Tenant is unable to live in the Home on the Site. If the Home is owned by Tenant, Tenant shall be responsible for insuring the Home. Tenant shall provide proof of insurance at Landlord's request. Tenant acknowledges that Landlord's insurance does not cover Tenant's personal property or cover Tenant's actions.

(b) Tenant shall be liable for all damage to the Site and the Community caused by Tenant, Tenant's other occupants, guests and invitees and shall pay for all repairs necessitated by same.

15. NON-LIABILITY OF LANDLORD: Landlord, except for its negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the Premises, (b) delay or interruption in any service from any cause, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source, (d) injury or damages caused by bursting or leaking pipes or back-up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice of the problem by Tenant. Tenant holds Landlord harmless from any claims or damages resulting from the acts or omissions of the Tenant, Tenant's occupants, Tenant's guests or invitees.

16. ENTRY BY LANDLORD: Landlord may enter the Premises, with Tenant's consent, at reasonable times upon 12 hour notice to inspect the premises, make repairs, show the Premises to prospective tenants or purchasers, 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 from damage. Landlord and/or utility providers may access the site, without advance notice, for reading utility meters or making repairs to equipment not owned by Tenant. Improper denial of access to the Premises is a breach of this Rental Agreement.

17. WAIVER: It is expressly agreed by the parties, that after the service of notice or the filing of an eviction, or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of rent shall not waive or affect the notice, suit or judgment. Waiver of a breach of any term, condition or covenant of this Rental Agreement by either party shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants. Vacating or abandoning the Premises does not relieve Tenant of the obligation to pay any amounts due under this Rental Agreement or any amounts which may become due under this Rental Agreement.

18. PROPERTY LEFT BEHIND: If Tenant is evicted or removes from the Premises for a period of ten days, with rent and other charges unpaid and leaves personal property, Landlord may presume that the Tenant has abandoned the property and may dispose of the property in any manner that the Landlord, in its sole discretion, determines is appropriate. Landlord will not store personal property left behind except prescription medication and medical equipment, which will be stored for 7 days from the date of discovery. No notice must be provided for abandoned personal property, except if the abandoned property is a manufactured/mobile home or titled vehicle.

19. CRIMINAL ACTIVITY PROHIBITED: Tenant, any member of the Tenant's household, guest or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. 704.17(3M), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least 5 days after the giving of the notice, if Tenant, a member of the Tenant's household, or a guest or other invitee of Tenant or a member of the Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity. No provision in this section authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

20. NOTICE OF DOMESTIC ABUSE PROTECTIONS: (1) As provided in Section 106.50 (5m) (d) of the Wisconsin Statutes, a Tenant may be able to stop 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 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 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.

21. LANDLORD'S AGENTS:

Agent for Maintenance, Collection of Rent and Service of Process: **[Legal Property Name]** , LLC, N7559 N. Pioneer Rd, Fond du Lac, WI 54937-9714 (phone) 920-922-2222

22. EMERGENCY SHELTER: The Community does/does not contain an emergency shelters

23. MISCELLANEOUS: (a) If the Home was purchased from Landlord or an affiliate of Landlord, Tenant acknowledges receipt of a copy of this Rental Agreement and Guidelines for Community Living prior to signing a purchase contract for purchase of the Home.

(b) Tenant agrees to vacate the Premises at the end of the Term or any extension and promptly vacate the Site, including removal of Home if owned by Tenant.

(c) If Tenant is more than one individual, then all such individuals shall be jointly and severally liable for the full amount of any payments due under this Rental Agreement and the performance of all obligations set forth in this Rental Agreement.

(d) Any heir, executor, administrator or assign cannot occupy the Home or Site without submitting an application for rental, being approved by the Landlord and entering into a rental agreement. Should a Tenant die, the Rental Agreement will terminate on the earlier of 60 days after Landlord receives notice, is advised or otherwise becomes aware of Tenant's death or, the expiration of the term of the Rental Agreement. Any other adult Tenant under the Rental Agreement remains bound by this Rental Agreement.

(e) If a co-singer is an additional signee, Tenant agrees that any renewal of this Rental Agreement is subject to continuation of the co-signer or substantiation by Tenant of Tenant's ability to pay without such co-signer to the satisfaction of Landlord.

(f) Tenant at all times shall keep Landlord apprised of working telephone number(s).

(g) Additional heat sources are not allowed on the premises, whether electrical or gas.

(h) All vehicles on the Premise shall be drivable and have a current vehicle registration. No vehicle can be used for storage.

(i) Pursuant to Wis. Stats § 704.10, Landlord may provide by electronic means any of the following: A copy of the rental agreement and any document related to the rental agreement; a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund; a promise made before the initial rental agreement to clean, repair, or otherwise improve any portion of the premises; or advance notice of entry under s. 704.05 (2).

24. PRIVACY POLICY: (a) Landlord collects non-public personal information about Tenant from the following sources: 1) information Landlord receives from Tenant on his or her application for rental or other forms; 2) information about Tenant's transactions with Landlord, or affiliates or others and 3) information Landlord receives from a consumer reporting agency. Landlord does not disclose any nonpublic personal information about Tenant or former tenants to anyone except as permitted by law or by Tenant. Landlord restricts access to non-public personal information about Tenant and former tenants to those employees who need to know that information to provide products or services to Tenant. Landlord maintains physical, electronic and procedural safeguards that comply with federal standards to guard Tenant's non-public personal information.

(b) Tenant consents to Landlord obtaining utility account information, including any past due bills which Landlord may become responsible.

TENANT(s): _____ Date: _____ TENANT(s): _____ Date: _____
Tenant Signature(s) Tenant Signature(s)

TENANT(s): _____ Date: _____ TENANT(s): _____ Date: _____
Tenant Signature(s) Tenant Signature(s)

[Legal Property Name] _____
Community Legal Business Name

Landlord or _____ Date: _____
Authorized Agent : Landlord or Authorized Agent Signature(s)



nonstandard rental provisions Date: [System.Date()]

The Nonstandard Rental Provisions detailed below are part of your Residential Rental Agreement and list charges and costs your Landlord may assess and withhold from your security deposit.

Tenant(s): [Tenant.UserDefinedField("Adult Names")]

Address of Premises: [Lease.Unit.Address.Street1()], [Lease.Unit.Address.CityStatePostalCode()]

RETURNED CHECK/STOP PAYMENT FEE: Any payment by Tenant that is returned due to insufficient funds, or for any other reason, Tenant will be charged a fee of \$30 per occurrence as stated in the Residential Rental Agreement. If Landlord incurs any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other reason, Tenant will also be charged the actual cost incurred by Landlord as a result. These fees and costs may be deducted from Tenant's security deposit.

REMOVAL OF ABANDONED PROPERTY: If Tenant leaves behind any personal property, including Home, after vacating or if Tenant's personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant's personal property. These costs may be deducted from Tenant's security deposit.

PARKING: Tenant may park his/her vehicle in designated area or space set by Landlord. If Tenant parks his/her vehicle anywhere other than designated area or space, Tenant will be charged towing to have the vehicle removed from any non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the Premises and a towing charge will also be charged to Tenant. Tenant must ensure that all visitors follow the rules or risk being charged the towing charge. These costs may be deducted from Tenant's security deposit.

GARBAGE/TRASH REMOVAL: If Tenant leaves garbage or trash in Home, on Site, or in common areas which is not designated for the deposit of garbage or trash, Tenant will be charged a fee of \$71.50/hour to remove the garbage or trash. These fees and costs may be deducted from Tenant's security deposit.

LAWN MOWING/SNOW REMOVAL: if Tenant fails to mow the lawn and/or remove snow from designated areas within a reasonable time period, Tenant will be charged a fee of \$71.50/hour to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs Imposed on Landlord due to Tenant's failure to comply with law or local ordinances regarding lawn mowing and/or snow removal. These fees and costs may be deducted from Tenant's security deposit.

HOME REPAIR: any outstanding balance for home, site repairs or services per request by Flood Homes Service will be deducted from Tenant's security deposit.

UNRETURNED KEYS: If tenant fails to return key(s) provided by landlord, including mailbox key, storage compound key, and / or rental home key(s), tenant will be charged \$25.00 per key.

Tenant acknowledges that Landlord or Landlord's agent has specifically Identified each nonstandard rental provision with Tenant prior to entering into a rental agreement.

Tenant(s): _____ Date: ___/___/___ Tenant(s): _____ Date: ___/___/___
Tenant Signature (s) Tenant Signature (s)

Tenant(s): _____ Date: ___/___/___ Tenant(s): _____ Date: ___/___/___
Tenant Signature (s) Tenant Signature (s)

Community Legal Business Name: [Property.Name()] - Division of [Property.BillingName1()]

Landlord or Authorized Agent: _____ Date: _____
Landlord or Authorized agent Signature (s)

When to Use: Pursuant to Wis. Stat. 704.28, Nonstandard Rental Provisions must be used for Landlord to deduct anything from a Tenant's security deposit other than: (a) Except as provided in sub.(3), tenant damage, waste, or neglect of the premises. (b) Unpaid rent for which the tenant is legally responsible, subject to 704.29. (c) Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent. (d) Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment. (e) Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435 (3), to the extent that the landlord becomes liable for the tenant's nonpayment.

Revised 1/31/18



GUIDELINES FOR COMMUNITY LIVING

In order to have a neat, clean and attractive Community and one that not only we, but also the other residents of the Community will be proud of, the Management has set forth the following guidelines for living of which the residents and their guests shall abide. These are a part of your rental agreement.

(1) GENERAL

1. Management has the right to approve or reject the type, size and appearance of all homes before admittance or resale.
2. Streets are for traffic only.
3. No discharge of firearms, bow and arrow, hunting or trapping, etc. will be permitted in the community.
4. Occupancy standard must meet local municipality requirements.
5. One above ground commercially manufactured fire pit is allowed if it meets local municipal requirements.

(2) SUBLETTING, SELLING, OR RENTING

1. Only one commercially manufactured "for sale" sign may be used. It may be displayed from the interior of the front window, and may not exceed 14"x18". It will not be permitted to be left up unless the home is actively being solicited for sale.
2. If Lessee plans to sell the home and have it remain in the Community:
 - a) The Tenant must first notify Landlord that he or she wishes the home, if sold, to remain in the community. Notification is required at least 45 days before the sale.
 - b) In addition, an exterior inspection of home and site shall be conducted by community management that includes, but is not limited to, skirting, steps, shed, awnings, and the exterior condition of the home and yard. This inspection is to be requested at the time of notification.
 - c) All repairs or changes which are found necessary as a result of the inspection must be completed 10 days prior to the sale of the home. In the event any repair is found not to be satisfactory, Landlord reserves the right to require the work be done by a qualified contractor.
 - d) After inspection has been completed and the home is found to be satisfactory, Tenant shall receive from the Community Management a letter stating that the home is qualified for resale. The processing of the prospective purchaser/Tenant will not be initiated until this letter is provided.
 - e) The Tenant has the responsibility to have the purchaser of Tenant's home fill out and file with the Landlord an Application for Rental Agreement and Register at least 15 days before final approval will be given.
 - f) Current Tenant's rent account must be paid in full prior to Landlord entering into a rental agreement with new approved Tenant.
 - g) After the application has been approved, the purchaser must sign a new rental agreement and pay in full the security deposit and all rent and charges otherwise due.
 - h) If you plan to sell the home, but have it removed from the premises, you must notify the Manager a minimum of 28 days in advance in writing, and specify the date of removal and the parties who will be removing the home. The home must be moved by a licensed installer with community approval. Mover must provide proof of liability insurance.

(3) HOMES AND SITES

1. A Home Site Improvement Application must be submitted and approved, including blueprints or drawings, PRIOR to any exterior work on any homes or site. This includes, but not limited to, additions, lean-tos, sheds, cabanas, enclosers, Placement of gardens, landscaping changes, exterior painting or re-painting, fences, skirting, roofs, construction of garages or decks, ect. A separate Building Permit may be required from the communities' municipality.
2. No fences of any kind may be put up by the resident without prior written permission, and submission and approval of a Home Site Improvement Application and building permit.
3. Alterations shall not be made to the community site of the service facilities or components thereof without first receiving written permission from the Management (see 3.1). It is the Tenant's full responsibility for the care and maintenance of lawns.

- a) Trees, shrubs, and flowers may be planted only after receiving prior consent of the Landlord. Tenant agrees they will become part of the real estate, and must remain on the site at the termination of the rental agreement. Landlord shall not be responsible for damage to any plants, shrubs, or lawns caused by the moving of a home on or off any site. Before planting any trees or shrubs, please contact Diggers' Hotline as there are many utilities underground, and we do not want digging over electric cables. This also includes garages, or any other out buildings built on the premises. Tenant is responsible for care of landscaping.
 - b) Trees that are not approved for planting in the community include, but are not limited to willow, cottonwood, ash, silver maple, sumac and poplar.
 - c) Bird feeders that are damaged, or not in use must be removed immediately. No items can be affixed or hung from trees.
 - d) Gardens: Approval from the community management must be obtained first if you should decide to plant a garden. The size must not exceed 10' x 10'. No gardens shall be allowed in front yards. Locations must be behind your shed, or in back of your home, depending on instruction from the office. Your site must be able to tastefully accommodate a garden. Compost piles or compost containers are not allowed. All plants should be removed after the growing season. Fencing around any gardens must be built with approved materials only and must also be removed after the growing season.
 - e) Landscaping items such as lawn mowers, riding lawn mowers and tractors must be stored in your shed, garage, or off street view during the off season.
 - f) Snow blowers must be stored in your shed, garage, or off street view during the off season.
4. Tarps can be used only with prior approval from management for home site. Covers for cars, air conditioners, grills, and motorcycles must be commercially designed for those specific items. All traps must be a neutral color, i.e. black, brown or grey (not silver), and must be property stored in your shed or garage when not in use.
 5. The resident is responsible and must pay for damages caused by the resident while working on or around the utilities including the electrical pedestal, receptacles, television, or telephone cables or pedestals, gas, water, and sewer pipes, etc. Resident is also responsible and must pay for damage to property and structures such as sign posts, mailboxes, or lawns, etc ... when damage was caused by the resident or the resident's guest.
 6. The care and condition of each Community site is the responsibility of the Tenant. Lawns must be BOTH mowed and trimmed a minimum of once per week, or more if necessary. Any shrubs must be maintained by Tenant. There is no lawn mowing or construction work on Holidays. If it becomes necessary for Management to mow lawns, clean up unsightly rubbish, etc. maintenance charges will apply (see rental agreement for charges).
 7. The resident shall be responsible for proper installation of the manufactured home as dictated by manufacturer's installation manual, and proper installation of all utility connections.
 8. No storage of any item is permitted on patios or exterior areas surrounding the home except steps, patio furniture, or other patio related items.
 9. Before driving any rods, posts or like materials into ground, check with Diggers' Hotline as to the location of underground utilities.
 10. Trespassing on other residents' sites is not allowed without their expressed permission.
 11. Each home MUST have the address displayed clearly on the exterior. If the Community has a standard type of number, letter, size or location, that will be the only allowable type of address. If there is no standard, any commercially produced number or letter would be acceptable providing it is proportional in size with the norm in the community.
 12. No painting or dressing of any concrete walks or patios.
 13. Window air conditioner units must be installed with supports attached to the home, not by posts to the ground.
 14. Do not install insulation in your windows. Any materials designed as an additional storm window or weatherization must be secured on the inside of the home, not visible from the outside. Tape, plastic, and insulation, which can be seen on the exterior of the home, are not allowed.
 15. Windows must be decorated with commercially designed window treatments, i.e. curtains, draperies, blinds, etc. Bath or beach towels, blankets, flags, or bed sheets will not be accepted as window coverings.

16. Commercially designed lawn furniture is allowed for outside use. No old upholstered furniture or furniture designed for interior use will be allowed. Furniture should be stored away during the off-season.
17. Any lawn decorations, lawn ornaments, or flags must be commercially produced and tastefully decorate your home site. Landlord at his own discretion may refuse any decorations deemed untasteful. Flag poles must not exceed 20 feet in height.
18. Outdoor holiday decorations must be removed no more than three weeks after the holiday.
19. All removable hitches must be removed after arrival in the Community.
20. Any murals or expressions of art on exteriors of garages, sheds, or home must be submitted with a building permit and approved by Landlord prior to initiation.
21. If any entrance to the home is designed for two doors, there must be two doors at all times, i.e. inside door and outside storm or combination door.
22. If home has a wood burner, fireplace, or fire pit, from October 1 to April 15, no more than two face cords of firewood may be stacked neatly on the site; from April 16 to September 30, no more than one face cord can be stacked on the site. Whenever possible it should be out of view from the street. All wood must be pre-cut before it is delivered to your site
23. In the event of fire, wind, or other causes of damage to the home or any of the Tenant's property on the home site, the Tenant is responsible for debris removal within a reasonable period of time as deemed by Landlord. If debris is allowed to remain, Landlord at his option may have it removed. The debris removal fee will be charged accordingly to current hourly rates, plus any refuse container fees as charged.

(4) SKIRTING

1. Hay bails, bags of leaves, or any other materials may not be placed around the skirting.

(5) SEWERS

1. Materials foreign to normal toilet usage such as disposable diapers, paper towels, napkins, Tampax, Kotex, flushable wipe, etc..., shall not be placed in the toilets or drains.
2. If sewers become plugged and any foreign items, included but not limited to those listed above, are found, it shall be the resident's sole responsibility to pay for the entire sewer-cleaning bill or sewer repair.
3. Residents are responsible for the maintenance of plumbing for the prevention and repairs of leaks in faucets, water lines, and toilets.

(6) GARBAGE

1. Garbage cans and/or proper plastic containers must comply with local Health Department Codes. All containers must be kept in a shed, or garage if available.
2. Garbage cans must be kept covered and not allowed to overflow. Do not at any time set garbage bags outside.
3. Do not set your garbage out to the curb for collection until late the evening before or early on the day of collection. Common sense should be used on windy days; anchor lightweight refuse and recyclables.
4. No burning of debris and/or leaves at any time.
5. If your community has recycling containers, store the separate containers in your shed, garage or out of site.

(7) STORAGE BUILDINGS, GARAGES & CARPORTS

1. A Home Site Improvement Application must be submitted before any structure can be installed. Only one (1) storage building per site is allowed. If you are interested in building a new garage on your site, you must first submit detailed plans to Management for approval. A building permit from your local municipality must be obtained before any construction begins. The size of your site will dictate what structures will be allowed.
2. The utility building/garage must be vinyl sided with a pitched shingled roof. All siding, trim, and roofing materials must be identical to the colors and materials used on the home. The roof must be shingled with regular house-type roof shingles.
3. A base of concrete, cement slab, or gravel must be provided for the shed to rest on. This will depend on local codes.
4. All sheds shall be securely anchored to the base ground.
5. No used sheds may be brought on the premises.
6. If you plan to have a shed or garage built, you must use new materials, and submit a plan to the home office for inspection and approval. We do not allow materials such as flake board, wafer board, particleboard, or blandex as exterior siding. The materials used **MUST BE DESIGNED FOR RESIDENTIAL EXTERIOR USE** and must be identical to the exterior siding and roofing material that was installed at the factory when the manufactured home was built.
7. The resident is required to keep buildings well maintained including paint, siding, windows and roofs.
8. Garage slabs and foundations become community property and are not allowed to be removed from the premises should the resident decideto relocate. Not all sites are conducive to garage construction.
9. If a carport, whether attached or freestanding, is on more than two sides, a garage door on the end facing the road will be required.
10. All unpainted material, i.e. brick molding, garage or shed trim, etc. must be painted within 30 days of construction completion.
11. Any adverse affect of drainage due to new construction by resident will be corrected at the resident's expense.
12. Doors on storage buildings and garages must be kept closed when not in use.

(8) STEPS

1. All treated lumber decks or steps must be sealed or stained a coordinating color to match home, and properly maintained when needed.
2. All decks and steps must comply with local building code.

(9) SIGNS

1. No signs without prior community approval are allowed in the yard. This includes "For Sale" signs.
2. Political signs may be displayed during election time only and are to be removed promptly. Landlord at their own discretion may refuse any political signs that are deemed untasteful.

(10) PLAYGROUND EQUIPMENT AND SWIMMING POOLS

1. If playground equipment is desired, submit a plan for prior written approval with Management as to details and location before installing it up. Management reserves the right to reject the condition of equipment and require its removal if it has not been authorized. Tenant must provide Landlord with indemnification from Tenant's insurance company. No tires, swings, or hammocks in trees are allowed.
2. If Tenant chooses to purchase a trampoline, Tenant must provide Landlord with indemnification from Tenant's insurance company. All trampolines must have a manufacturer-supplied safety netting around the perimeter of the trampoline. The trampoline cannot be used for storage. Trampolines must be dismantled by November 1st.
3. If you are considering installation of anything larger than a wading pool you must:
 - a) Submit a plan to Management listing dimensions and a brochure featuring the pool, as it will look when complete.
 - b) Prior to installation, obtain a written approval from Management. Tenant must provide Landlord with indemnification from Tenant's insurance company
 - c) Securely cover the pool, with a safety cover designed specifically for pools, when not in use

- d) Remove the ladder to the pool when not in use.
- e) Make sure the installation and operation of the pool meets local ordinances. Check with the municipality before installing a pool.
- f) Repair any lawn damage done by the pool when it is removed.
- g) Pools must be dismantled and removed by October 1st

(11) AUTOMOBILES, SNOWMOBILES OR MOTORCYCLES & BOATS
(LOCAL MUNICIPAL ORDINANCES WILL APPLY IN LIEU OF THE APPLICABLE PROVISIONS LISTED BELOW IN COMMUNITIES WHERE THE MUNICIPALITY OWNS THE ROADWAYS)

1. Motorbikes, snowmobiles, mini-bikes, ATVS, and similar recreational vehicles may not be ridden in the community, around your home, empty sites or any property owned by Community at any time, except to and from marked trails at the posted speed. Please find the closest point of egress.
2. No motorized toys allowed to be operated on any roads or parking areas of the community.
3. Utility trailers, snowmobiles, campers, and boats are not allowed to be stored on site unless they are kept in a shed or garage.
4. Off road motorcycles, mini-bikes, ATVs, etc., shall be kept in shed or garage.
5. The resident(s) or their guests shall drive in and out of the Community in a careful prudent manner and on the proper side of the road obeying road signs. All residents and guests must always obey posted speed limit.
6. (a) Residents shall park their automobiles in the designated spaces. Tenant must notify Landlord in the event of a change in vehicles giving a complete description of the new vehicle. The number of vehicles to be kept at the site must remain the same as Tenant's application for rental agreement unless prior written approval is received from Landlord.
(b) Absolutely no parking in the streets except for visiting guests. Parking in the streets must, without exception; park with the traffic flow. During times of snow, nobody may park in the roads. Cars may be towed, if necessary, at tenant(s) expense.
7. All vehicles on the premise shall be drivable and have a current vehicle registration. No vehicle can be used for storage.
8. Working on, repainting, overhauling, or changing oil, etc., is not permitted in streets or site. Damage resulting from petroleum or any other vehicle fluid spillage/leaks will be billed to the tenant. If you are changing a tire, the vehicle cannot be on jacks for more than 24 hours.
9. No trucks, semi-trailers, or school buses are allowed to be parked in the communities, (van and pickups accepted).
10. Driving or parking of vehicles or recreational vehicles on lawns for any reason is absolutely prohibited.
11. Fish (ice) shanties, or other such similar items, are not allowed in the community at any time.
12. All motorized vehicles operated in the Community must be licensed and operated by a licensed driver. Landlord reserves the right to have vehicle towed that isn't properly licensed, stored or approved and/or registered at tenant's expense.

(12) LAUNDRY

1. Clothesline can only be strung on the following approved clothesline poles. (Check with Management to determine location before installing.)
 - a) Retractable clothes lines.
 - b) Umbrella-type clothes line poles.
 - c) Clotheslines must be retracted or dismantled when not in use.
2. Laundry is not to be hung outside overnight or for days at a time. No laundry shall be hung outside on Holidays.
3. Stringing lines between trees or buildings is prohibited.
4. Laundry, rugs, etc cannot be hung on step and deck railings for more than 24 hours.

(13) ANIMALS

1. All pet(s), ESA, Service Animal(s) must be approved and registered by Community management prior to obtaining the pet(s), ESA, Service Animal(s). Two (2) pet per household unless there is prior written approval for three (3) pets. There is no size limitation on dogs. Monthly fees for dogs are as follows: \$10 per month for dogs 15 inches or smaller at the highest point of the back, \$20 per month for dogs taller than 15 inches. Dogs breeds that are considered aggressive or malicious, i.e. Doberman Pinscher, German Shepherd, Pit Bull, Staffordshire Terriers, Rottweiler, or any mix thereof, will not be permitted into the community. Landlord reserves the right to permit or disallow any pet into the community. All pet(s), ESA, Service Animal(s) regardless of size must be photographed by the community manager, prior to moving into the community or when pet(s), ESA, Service Animal(s) is acquired.
2. All animals must be confined to your site only unless Resident is walking the pet(s), ESA, Service Animal(s).
3. Pet(s), ESA, Service Animal(s) may NOT run loose. Pet(s), ESA, Service Animal(s) must be on a leash, no longer than six (6) feet long, held by the resident anytime the pet(s), ESA, Service Animal(s) is outside.
4. "Beware of Dog" signs are not allowed.
5. Noisy or unruly pets or those that cause complaints WILL NOT BE ALLOWED TO REMAIN IN THE COMMUNITY.
6. Pet(s), ESA, Service Animal(s) are not allowed to be tied to streetlights, mailboxes, trees, shrubs, cars or ect.
7. Pet feces is to be confined to your lot and must be picked up daily. Please refrain from walking pet(s), ESA, Service Animal(s) in any playground or play area. When walking your dog(s), feces must be picked up immediately and disposed of properly.
8. All dogs and cats are subject to the local pet ordinance which includes licensing provisions. You must contact your local clerk to obtain a license for your pet(s), ESA, Service Animal(s). All pet(s), ESA, Service Animal(s) must be current on rabies vaccinations.
9. The resident is responsible for their visitor/guest animals to ensure that they conform to the animal rules.
10. External animal enclosures, i.e. dog houses, kennels, pet fences, etc. are not permitted.
11. Management should be informed in writing when resident no longer has a pet(s), ESA, Service Animal(s). Previous months pet(s) fees will not be reimbursed.
12. It is prohibited to harbor any animal i.e. provide food and/or shelter of a least a semi-permanent nature to any animal in the community that is not classified as a pet, a service animal or an emotional support animal (ESA).

(14) ANTENNAS

1. Management reserves the right to require removal of any antennas or similar equipment that causes a problem.
2. External devices or receivers, designed to pick up or transmit television, internet and/or radio signals are permitted in the community, with prior approval. Management reserves the right to determine where said devices are placed on the home site.
3. Surveillance or recording devices must meet local ordinances.

(15) TENTS AND CANOPIES

1. Tents should not remain up for an extended period of time that could cause damage to the lawn. Any damage to the lawn must be repaired by tenant.
2. Tents and canopies must be in good condition, not faded, torn, etc.
3. Management reserve the right to refuse any tent or canopy that is deemed undesirable.

(16) SNOW REMOVAL

1. Snow plowing normally begins shortly after 5:00 a.m. in order that one lane will be cleared in time for most residents departing for work. After 8:00 a.m. the snow is pushed back as far as possible. This is subject to change based on timing of snowfall. It is the resident's responsibility to keep their driveway clear of snow, including snow left behind from plows at the end of driveways.
2. The Community does not allow street parking during the winter. The plow will normally concentrate on one street at a time. Cars plowed in must be shoveled out by owner. (NOTE: The above, though informational in format, is considered part of the specific rules and regulations.)

(17) SPECIAL

All persons will be required to observe local ordinances in regards to nighttime curfews.

The Landlord shall not be responsible for any damage or injury, whether to person, property or otherwise, resulting from or caused by

- a) Fire, theft and elements, falling trees or limbs of trees, falling power lines, water, snow, ice, structures themselves, or any other types of damage over which the Landlord has no control.

- b) Anything done, caused or suffered to be done, or omitted to be done by the Tenant and/or agents or employees of the Tenant or any other person on the Community property whether by invitation or license of the Tenant or otherwise.

- c) If you are approved to make changes to the exterior of the home or the site or hire lawn care service provider, you must have your contractor/ service provider provide proof of liability insurance to our office, prior to the start of the work being done.

Date: [DATE]

Residential Manufactured Home Rental Agreement



Tenant Name(s): _____

Other Minor Occupant(s): _____

Landlord and Tenant(s) agree to enter into the Rental Agreement on the terms and conditions as shown in this Agreement.

1.1 TYPE OF TENANCY: You must select one option.

Option 1 - Yearly beginning [DATE] and ending [DATE]. Prior to the expiration of the original term, Tenant shall receive notice regarding renewal options.

Option 2 - Month-to-Month beginning [DATE]

Tenant acknowledges that he or she has been offered a lease for a term of 1 year, but has requested a month-to-month tenancy instead.

TENANT(s): _____ Date: _____ TENANT(s): _____ Date: _____
Tenant Signature(s) Tenant Signature(s)

TENANT(s): _____ Date: _____ TENANT(s): _____ Date: _____
Tenant Signature(s) Tenant Signature(s)

Tenant(s) signature(s) acknowledges option checked above.

1.2 COMMUNITY [Community and Community Address] in the City/Village/Town of [Name of City/Village/ Town], County of [County] , State of Wisconsin.

1.3 SITE: Manufactured home site address [Unit Address] within the Community consisting of approximately 5,000 square feet. The Site is equipped with the following Electrical Service:

X 100 amps 200 amps Other

1.4 HOME: The home is manufactured by [Lease Unit Home Make/Model] with serial number [Lease Unit Home's Serial #] and includes; [Lease Unit Amenities].

1.5 PREMISES: Subject to the provisions of this Rental Agreement, Tenant agrees to lease from Landlord the following: X Site and Home.

1.6 RENT & OTHER MONTHLY PAYMENTS: \$[Rent Recurring Charges] per month rent. Tenant's failure to make full payment of the monthly rent and additional fees by the date set forth shall constitute a breach of this Rental Agreement. First month's rent will be prorated for partial months. Pet Fee \$25 per dog or cat per month. Written permission must be obtained from landlord prior to bringing pet into the home.

DISCOUNT:

X A discount of \$50.00 will be given if rent is paid on or before the 1st day of the month.

A discount of \$ will be given for

NSF CHARGES: An insufficient funds charge of \$30.00 will apply to any check or other payment returned to Landlord due to insufficient funds. Landlord has the right to demand that any returned item be replaced by a cashier's check, certified check, cash, cashpay or money order. If two or more checks or bank drafts are returned for insufficient funds during the term of this Rental Agreement, Landlord has the right to demand that all future payments be paid by cashier's check, certified check, cashpay or money order.

ACCEPTANCE OF RENT: Tenant acknowledges and agrees that if Landlord files for an eviction, the eviction may not be dismissed solely because the Landlord accepts past due rent from Tenant after the termination of the tenancy.

1.7 SERVICES: Use the lists below to indicate the service provider and rate or method of charging if charged by Landlord.

Table with 4 columns: Included in Rent, Charged Separately, Outside Vendor, Describe rate or method if billed by Landlord. Rows for Water, Sewer, Garbage.

Other Service or Utility

If no line has an "X" above, no services are furnished by Landlord and included in the rent.

Any increase in charges by a utility provider shall be the responsibility of the Tenant. If a change in utility provider or biller occurs during the term of the Rental Agreement, Tenant agrees to pay the new provider for utility services.

(a) Tenant shall promptly pay for all utility services when due. Any services furnished by Landlord and billed to Tenant shall be paid by Tenant as additional rent with the next payment of monthly rent due after receipt of Landlord's bill. If any services are to be provided by Landlord, then Landlord shall make all reasonable efforts to provide such services, but in no event shall Landlord be liable for damages,

nor shall the rent be abated or subject to offset or deduction for temporary failure to furnish or any delay in furnishing any of the services, nor shall the temporary failure to furnish any services be construed as a constructive eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Rental Agreement. Landlord shall make all reasonable efforts to promptly restore services to the Site. Landlord shall have the right to transfer the responsibility for services shown provided by Landlord and not included in the rent to a municipal or other utility company, and upon notice of such transfer, Tenant agrees to pay the new provider for such service and Landlord shall thereafter not be responsible for the furnishing of any such service. If Tenant fails to pay any charges when due, Tenant shall be in breach of this Rental Agreement.

(b) Tenant shall maintain an adequate amount of protection in cold weather to prevent damage to the water supply lines and any valves and metering equipment that it may contain. Tenant shall be responsible for any damage resulting from Tenant's failure to maintain a reasonable amount of protection. Tenant shall be responsible for any damage resulting from tenant's misuse of utilities and/or failure to promptly report necessary repairs to utility services per standard procedures.

(c) Tenant shall comply with all present and future laws and regulations regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash ("Recycling Laws"). Tenant shall pay any cost which may be imposed upon Tenant directly as a result of the imposition of or change in any Recycling Laws and if such costs are imposed upon Landlord for the benefit of all of the Tenants of the Community, then Tenant shall pay a proportional share of such costs. Tenant shall also pay all costs, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with Recycling Laws or the provisions of this paragraph. Tenant expressly acknowledges that all the costs in connection with Recycling Laws are not included in the rent.

(d) The Site has the electrical service shown on page 1. Tenant acknowledges that changes to electrical service amperage or an increase in water riser size, if requested by Tenant in writing, will be performed at Tenant's expense by Landlord only or by a licensed contractor acceptable to Landlord.

2. SECURITY DEPOSIT: \$[1 MONTH HOME RENTAL COST AND/OR PET SECURITY DEPOSIT] (the maximum is set by state law.)

Upon execution of this Rental Agreement, Tenant shall deposit with Landlord the Security Deposit as security for the performance by Tenant of all the terms and conditions of this Rental Agreement. Tenant has seven days after the commencement of the Tenancy to inspect the Premises and notify Landlord in writing of any damages or defects in the Premises which existed before the commencement of the Tenancy. If no notice is given by Tenant within the seven-day period, it shall be presumed that no such damage existed and that Tenant received the Premises in good order and repair. Landlord, at its option, may withhold from the security deposit amounts permitted under Wis. Admin. Code ATCP 134.06 and/or Wis. Stat. 704.28.

3. RENEWAL AND HOLDOVER: Prior to the expiration of the Term of this Rental Agreement, Landlord and Tenant may enter into a new rental agreement or an extension of this Rental Agreement. If any changes in the terms or conditions of tenancy are to be made, then Landlord shall notify Tenant in writing of such changes at least 28 days before the date when the new rental agreement or extension of this Rental Agreement shall be effective. Tenant shall have 14 days after receipt of the notice to notify Landlord in writing of Tenant's acceptance or rejection of the new rental agreement or extension of this Rental Agreement and if Tenant fails to give such notification or rejects the new rental agreement or extension of this Rental Agreement, then the Rental Agreement shall terminate on the last day of the month following the expiration of the 28-day notice period. If Tenant remains in possession of the Premises after the expiration of the Term or other termination of this Rental Agreement without consent of Landlord, then Tenant shall be responsible for all damages sustained by Landlord resulting from Tenant's holding over, including, but not limited to, any claims or rents relating to subsequent occupants of the Premises. As allowed under Wis. Stat. 704.27, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession.

TENANT NOTICE TO END MONTH-TO-MONTH TENANCY: Written notice must be received by the Landlord at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month-to-month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a calendar month.

4. NOTICES OF TERMINATION OF A RENTAL AGREEMENT FOR ONE YEAR OR EXCEEDING ONE-YEAR: If the Rental Agreement term on page 1 is for more than 1 year, then Landlord and Tenant agree to follow the termination procedures set forth in Wis. Stats. 704.17(2) (a) to (c) unless the tenancy is being terminated pursuant to Wis. Stats. 704.17(3m), 704.17(2)(c) and 704.16(3).

5. USE: (a) The Site shall be used only for the placement of the Home and for a private residence in the Home for all named Tenants and all named minor dependents of Tenant as set forth on Tenant's application and this Rental Agreement. Any person other than listed on the Rental Agreement shall be considered a guest. Without the Landlord's written consent, any guest's stay shall not exceed a total of fourteen days within any twelve-month period commencing with the first day of the guest's presence. Tenant shall be responsible for the acts of Tenant's other occupants and guests. Landlord shall have sole discretion to determine when a stay has exceeded fourteen days. Any person who is a guest and seeks to stay for more than fourteen days must be screened by Landlord using Landlord's standard procedures. Any guest who does not meet screening criteria must vacate.

(b) Tenant shall not use or permit the use of the Site for (1) any business enterprise including daycare unless authorized in writing by Landlord, (2) any unlawful purpose, or (3) any purpose that will adversely affect reputation of the Landlord, the Community or its residents. Nothing in this section authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

(c) Tenant shall not use or keep in, on, or about the Site anything which would adversely affect insurance coverage of the Home or the Community.

(d) No provision in this Rental Agreement authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

(e) Tenant shall keep a minimum temperature of 55 degrees in home at all times.

(f) Tenant shall not make excessive noise or engage in activities which unduly disturb neighbors or other Tenants within the Community. Tenant shall not disturb either the Landlord's or other Tenant's right to the use and enjoyment of the property or create a nuisance. Tenant shall not commit or permit disorderly conduct directed at other tenants or Landlord or Landlord representative or contractors, whether in person or by any other means. Nothing in this section authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

(g) Tenant shall not keep in or about the Site any pet unless specifically approved in writing by Landlord and registered with the Community management. Landlord will administer this paragraph in conformance with Tenant's rights under the American's with Disabilities Act, Fair Housing Act and Wisconsin's Open Housing Law.

(h) Tenant shall in every respect comply with the ordinances of the municipality in which the Site is located and shall obey all lawful orders, rules and regulations of all governmental authorities. Tenant shall be responsible for any fines or other charges imposed on the manufactured home community or imposed by any level of government as a result of the Tenant's actions or inactions.

(i) Tenant shall not attach or affix anything to the exterior of the Home or construct any accessory structure on the Site, including any garage, shed, broadcast antennae greater than twelve feet high, satellite dish with a diameter greater than one meter, solar panel or wind turbine, exterior wood burning furnace or similar heating source, or other device without the prior written consent of Landlord. If Landlord consents, work shall be done in accordance with all applicable codes and regulations. Tenant shall not make any change to the exterior or interior color of the Home or to any accessory structure on the Site without the prior written consent of Landlord. Tenant acknowledges that most construction requires a building permit. Tenant will obtain all required permits. The Site as described ends at the roof line. The Rental Agreement does not include an easement for light or solar access as this matter is specifically reserved by Landlord. Tenant cannot make modifications to home.

(j) Any accessory building that is not affixed to the ground is considered personal property and Tenant shall not remove the accessory building upon removal of the Home unless there is a separate agreement to the contrary. If the accessory building is affixed to the ground, it is considered a fixture and shall not be removed and becomes property of Landlord when Tenant vacates.

(k) Except as otherwise stated in this paragraph, Tenant shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste or substance to be brought upon, used, stored or dumped on the Site or the Community. Tenant shall be responsible for any required repair, clean-up or detoxification of the Site caused by Tenant and shall indemnify Landlord from any liability, claim or expense. Proper use and storage of gasoline, gas cans, oil, lighter fluid, other flammables, or LP tanks is required. The foregoing covenant and indemnity shall survive the termination of this Rental Agreement.

(l) Upon the termination of this Rental Agreement, all trees, shrubs and plants placed upon the Site by Tenant and all additions and improvements to the Site by Tenant shall remain upon the Site and shall be the property of Landlord unless there is a separate written agreement to the contrary.

(m) The Rental Agreement is predicated upon an agreement between Landlord and Tenant(s) regarding who owns and occupies the home; therefore, Tenant shall not either intentionally or unintentionally alter or change the identity of, or increase or decrease the number of occupant(s) and/or owners of the Home from those who were listed on the initial or any subsequent Rental Agreement. Written approval of Landlord is needed prior to any change in ownership or occupancy of the Home.

6. APPLICATION AND REGISTRATION: Tenant attests that all representations made in the application and registration for this Rental Agreement are incorporated into this Rental Agreement and made a part of it. Tenant represents and warrants that all information contained in the application and registration is true and understands that this information was given as an inducement for Landlord to enter into this Rental Agreement and therefore constitutes a material covenant. If any information contained in the application and registration for rental is not true, correct and complete, Tenant shall be in breach of this Rental Agreement and Landlord shall have the right to terminate this Rental Agreement and evict Tenant.

7. CONDITION OF PREMISES: Pursuant to Wis. Stat. 704.07(2)(bm), Landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply: 1. The Landlord has actual knowledge of the violation. 2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises. 3. The violation presents a significant threat to the prospective tenant's health or safety. 4. The violation has not been corrected. (c) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the Landlord, this subsection is inapplicable and either sub. (3) or (4) governs.

Landlord shall not be required to improve, remodel or alter the Premises or perform any work for Tenant's use and occupancy except as expressly required by law.

8. MAINTENANCE AND REPAIR: Tenant shall at all times during the Rental Agreement Term keep the Home and any other improvements on the Site in good condition and repair including regular mowing and snow removal. Tenant shall keep all exterior and interior surfaces well maintained. Any broken windows shall be immediately reported to Landlord. Tenant shall keep the Home and Site in clean, tenable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Site or the Community. Tenant must maintain utility services by staying current with utility payments and the maintenance of the utility infrastructure of the Home. Tenant must immediately report any water leaks, roof leaks, and/or heat outages during cold weather to Landlord or if after normal business hours to the service contractors as listed on the "Important Information" sheet regarding emergency and after hours' service contacts provided to Tenant at lease signing.

9. COMMON AREAS: Landlord may at any time, give a 24 hour notice to close any of the private streets and walkways of the Community or any part of the Community to make repairs or changes, to prevent the acquisition of public rights in such area, to discourage non-resident parking, or for any other reason. Tenant acknowledges that the areas and facilities of the Community which are available from time to time for the common use of all tenants of the Community are being made available on a gratuitous basis and are not part of the Premises leased and the right to use these areas and facilities may be discontinued by Landlord at any time in its sole discretion, and discontinuance shall not be a default by Landlord under this Rental Agreement and shall have no effect on the rent to be paid or other obligations of the Tenant.

Landlord shall not be responsible for any loss or damage to Tenant's property in common areas or facilities or to any other person using them, except if the damage or injury is caused by the negligent acts or omissions of Landlord. Tenant using common areas and facilities does so at Tenant's own risk.

10. GU IDELINES FOR COMMUNITY LIVING—RENTAL HOMES: Tenant shall observe and comply with the *Guidelines for Community Living—Rental Homes* attached to this Rental Agreement. Tenant acknowledges that he or she has been furnished a copy of this Rental Agreement and the *Guidelines for Community Living—Rental Homes* to inspect before paying any earnest money or security deposit or executing this Rental Agreement and further acknowledges receipt of a copy of this Rental Agreement and *Guidelines For Community Living—Rental Homes*. Landlord reserves the right to add to or amend the *Guidelines for Community Living—Rental Homes* after giving Tenants 28 days advance written notice of any changes. Should Tenant neglect or fail to perform and observe any of the *Guidelines for Community Living—Rental Homes*, Tenant will be in breach of this Rental Agreement. In the event of a conflict between this Rental Agreement and the *Guidelines for Community Living—Rental Homes*, the provisions of this Rental Agreement will control.

11. AD DITIONAL CHARGES: Tenant shall pay Landlord the charges set forth in this section as additional rent and within 10 days after Landlord's billing. Tenant's failure to pay any of the following charges shall be a breach of this Rental Agreement.

(a) On or before the date when Tenant is required to pay the monthly rent. Tenant shall pay any personal property tax or any other tax and/or assessment imposed by any governmental agency or political subdivision for the right to use the Home and Site for the siting of a manufactured/mobile home. Landlord shall notify Tenant in writing of any change in fees or taxes and Tenant shall adjust payments accordingly.

(b) If required maintenance is not performed by the Tenant, Landlord may, but shall have no obligation to, perform maintenance and Tenant shall pay Landlord the following maintenance charges:

Snow Removal: \$71.50 per occurrence

Lawn Care: \$71.50 per occurrence

Debris Removal and/or Other Disposal: \$71.50 per hour

Interior / Exterior Home Cleaning: \$45.00 per hour

ALL MAINTENANCE FEES MAY BE SUBJECT TO STATE AND / OR LOCAL SALES TAX

(c) Tenant shall pay Landlord the following miscellaneous fees:

Credit Check Fee with Application: \$25.00 Cosigner Credit Check Fee with Application: \$25.00

Credit Card Fee: 3.23% convenience fee

Returned Check Fee: \$30.00 (when payment is stopped by Tenant or check writer or account is closed)

Printed Statement Fee: \$3.00

ALL FEES SUBJECT TO CHANGE BASED ON ANY INCREASE IN CHARGES BY PROCESSOR.

(d) Tenant shall pay for any charges or fines levied on Landlord for frivolous or unnecessary calls to police, fire or other services that are attributable to Tenant(s), Tenant's occupants, guests or invitees.

12. AS SIGNMENT AND SUBLETTING: Tenant shall not assign this Rental Agreement or sublet the Premises or any part thereof or permit any part of the Premises to be used or occupied by anyone other than those persons listed as a Tenant or Occupant.

13. SMOKING. Smoking is not permitted in the home.

14. IN SURANCE AND LIABILITY OF TENANT: (a) Tenant's use of the Premises shall be at Tenant's sole risk and Tenant acknowledges that it is the responsibility of Tenant to obtain personal property, personal liability, accident and other insurance coverage adequate to protect Tenant and Tenant's personal property and to cover living expenses in the event Tenant is unable to live in the Home on the Site. Tenant shall provide proof of insurance to Landlord at lease signing and upon request. Tenant acknowledges that Landlord's insurance does not cover Tenant's personal property or cover Tenant's actions.

(b) Tenant shall be liable for all damage to the Site and the Community caused by Tenant, Tenant's other occupants, guests and invitees and shall pay for all repairs necessitated by same.

15. NON-LIABILITY OF LANDLORD: Landlord, except for its negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the Premises, (b) delay or interruption in any service from any cause, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source, (d) injury or damages caused by bursting or leaking pipes or back-up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice of the problem by Tenant. Tenant holds Landlord harmless from any claims or damages resulting from the acts or omissions of the Tenant, Tenant's occupants, Tenant's guests or invitees.

16. EN TRY BY LANDLORD: Landlord may enter the Premises, with Tenant's consent, at reasonable times upon 12 hour notice to inspect the premises, make repairs, show the Premises to prospective tenants or purchasers, 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 from damage. Landlord and/or utility providers may access the site, without advance notice, for reading utility meters or making repairs to equipment not owned by Tenant. Improper denial of access to the Premises is a breach of this Rental Agreement.

17. WA IVER: It is expressly agreed by the parties, that after the service of notice or the filing of an eviction, or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of rent shall not waive or affect the notice, suit or judgment. Waiver of a breach of any term, condition or covenant of this Rental Agreement by either party shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants. Vacating or abandoning the Premises does not relieve Tenant of the obligation to pay any amounts due under this Rental Agreement or any amounts which may become due under this Rental Agreement.

18. PROPERTY LEFT BEHIND: If Tenant is evicted or removes from the Premises for a period of ten days, with rent and other charges unpaid and leaves personal property, Landlord may presume that the Tenant has abandoned the property and may dispose of the property in any manner that the Landlord, in its sole discretion, determines is appropriate. Landlord will not store personal property left behind except prescription medication and medical equipment, which will be stored for 7 days from the date of discovery. No notice must be provided for abandoned personal property, except if the abandoned property is a manufactured/mobile home or titled vehicle.

19. CRIMINAL ACTIVITY PROHIBITED: Tenant, any member of the Tenant's household, guest or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. 704.17(3M), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least 5 days after the giving of the notice, if Tenant, a member of the Tenant's household, or a guest or other invitee of Tenant or a member of the Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity. No provision in this section authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.

20. NOTICE OF DOMESTIC ABUSE PROTECTIONS: (1) As provided in Section 106.50 (5m) (d) of the Wisconsin Statutes, a Tenant may be able to stop 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 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 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.

21. LANDLORD'S AGENTS:

Agent for Maintenance and Management, Collection of Rent, Service of Process: **[Legal Property Name]**

Address: N7559 N. Pioneer Rd., Fond du Lac, WI 54937 Phone: (920) 922-2222

22. EMERGENCY SHELTER: The Community does contain an emergency shelter. It is located in the basement of the community building at 801 Acacia. Please enter via the exterior stairway located on the east side of the building.

23. MISCELLANEOUS: (a) Tenant acknowledges receipt of a copy of this Rental Agreement and *Guidelines for Community Living—Rental Homes* prior to signing a purchase contract for purchase of the Home.

(b) Tenant agrees to vacate the Premises at the end of the Term or any extension and promptly vacate the Site, including removal of Home if owned by Tenant.

(c) If Tenant is more than one individual, then all such individuals shall be jointly and severally liable for the full amount of any payments due under this Rental Agreement and the performance of all obligations set forth in this Rental Agreement.

(d) Any heir, executor, administrator or assign cannot occupy the Home or Site without submitting an application for rental, being approved by the Landlord and entering into a rental agreement. Should a Tenant die, the Rental Agreement will terminate on the earlier of 60 days after Landlord receives notice, is advised or otherwise becomes aware of Tenant's death or, the expiration of the term of the Rental Agreement. Any other adult Tenant under the Rental Agreement remains bound by this Rental Agreement.

(e) If a co-signer is an additional signee, Tenant agrees that any renewal of this Rental Agreement is subject to continuation of the co-signer or substantiation by Tenant of Tenant's ability to pay without such co-signer to the satisfaction of Landlord.

(f) Tenant at all times shall keep Landlord apprised of working telephone number(s).

(g) Additional heat sources are not allowed on the premises, whether electrical or gas.

(h) All vehicles on the Premise shall be drivable and have a current vehicle registration. No vehicle can be used for storage.

(i) Pursuant to Wis. Stats § 704.10, Landlord may provide by electronic means any of the following: A copy of the rental agreement and any document related to the rental agreement; a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund; a promise made before the initial rental agreement to clean, repair, or otherwise improve any portion of the premises; or advance notice of entry under s. 704.05 (2).

24. PRIVACY POLICY: (a) Landlord collects non-public personal information about Tenant from the following sources: 1) information Landlord receives from Tenant on his or her application for rental or other forms; 2) information about Tenant's transactions with Landlord, or affiliates or others and 3) information Landlord receives from a consumer reporting agency. Landlord does not disclose any nonpublic personal information about Tenant or former tenants to anyone except as permitted by law or by Tenant. Landlord restricts access to non-public personal information about Tenant and former tenants to those employees who need to know that information to

provide products or services to Tenant. Landlord maintains physical, electronic and procedural safeguards that comply with federal standards to guard Tenant's non-public personal information.

(b) Tenant consents to Landlord obtaining utility account information, including any past due bills which Landlord may become responsible.

TENANT(s): _____
Tenant Signature(s)

Date: _____

TENANT(s): _____
Tenant Signature(s)

Date: _____

TENANT(s): _____
Tenant Signature(s)

Date: _____

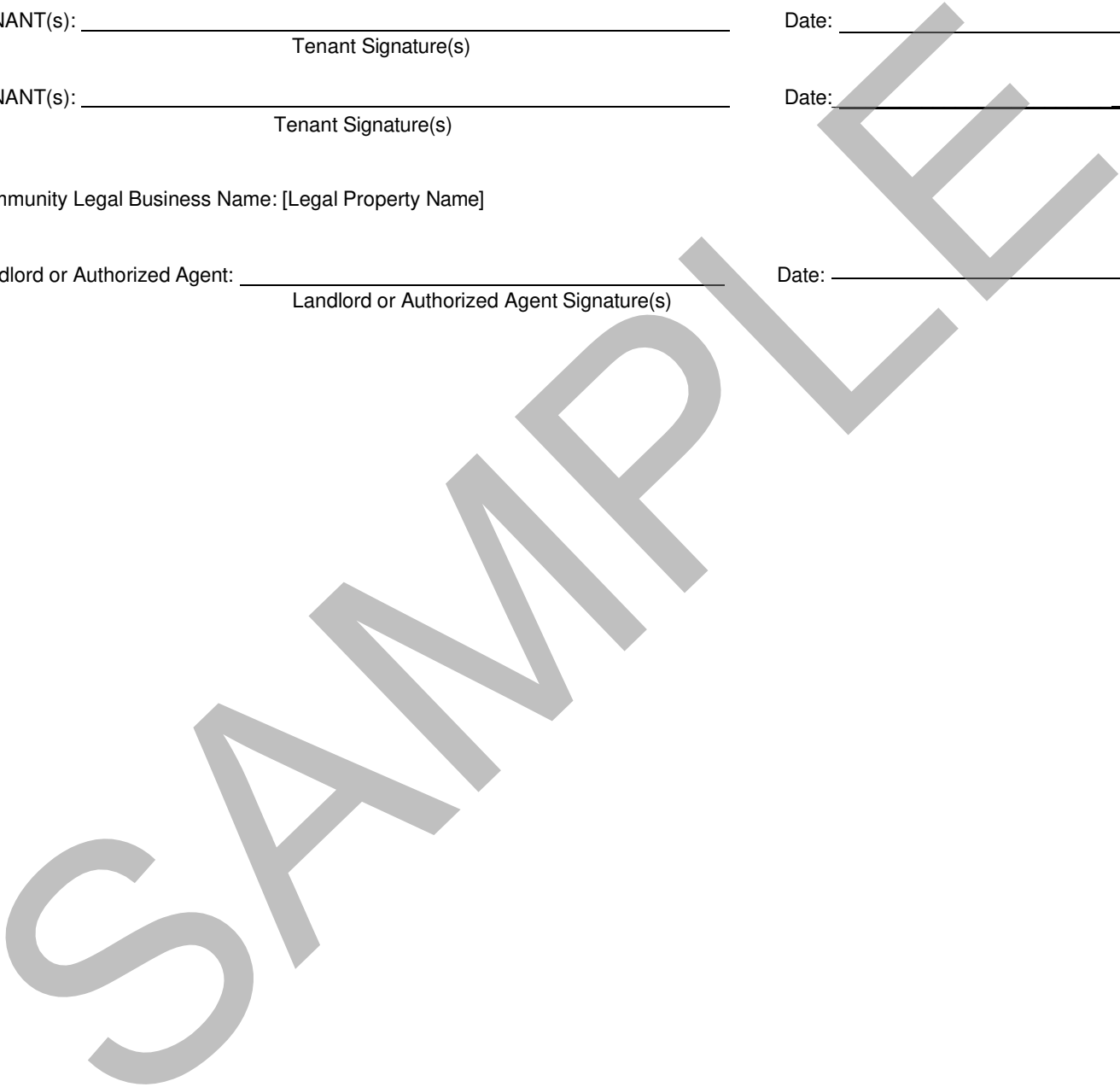
TENANT(s): _____
Tenant Signature(s)

Date: _____

Community Legal Business Name: [Legal Property Name]

Landlord or Authorized Agent: _____
Landlord or Authorized Agent Signature(s)

Date: _____



nonstandard rental provisions [System.Date()]

The Nonstandard Rental Provisions detailed below are part of your Residential Rental Agreement and list charges and costs your Landlord may assess and withhold from your security deposit.



Tenant(s):[Tenant.UserDefinedField("Adult Names")]

Address of Premises: [Address.Street1()], [Address.CityStatePostalCode()]

RETURNED CHECK/STOP PAYMENT FEE: Any payment by Tenant that is returned due to insufficient funds, or for any other reason, Tenant will be charged a fee of \$30 per occurrence as stated in the Residential Rental Agreement. If Landlord incurs any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other reason, Tenant will also be charged the actual cost incurred by Landlord as a result. These fees and costs may be deducted from Tenant's security deposit.

REMOVAL OF ABANDONED PROPERTY: If Tenant leaves behind any personal property, including Home, after vacating or if Tenant's personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant's personal property. These costs may be deducted from Tenant's security deposit.

FAILURE TO PERMIT ACCESS TO HOME OWNED BY LANDLORD: If Tenant fails to permit access to unit after Landlord has given notice, pursuant to Wis. Stat. 704 and Wis. Admin. Code ATCP 134, Tenant will be responsible for the actual cost incurred by Landlord as a result of Tenant's failure to allow access to Home. These costs may be deducted from the Tenant's security deposit.

PARKING: Tenant may park his/her vehicle in designated area or space set by Landlord. If Tenant parks his/her vehicle anywhere other than designated area or space, Tenant will be charged towing to have the vehicle removed from any non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the Premises and a towing charge will also be charged to Tenant. Tenant must ensure that all visitors follow the rules or risk being charged the towing charge. These costs may be deducted from Tenant's security deposit.

GARBAGE/TRASH REMOVAL: If Tenant leaves garbage or trash in Home, on Site, or in common areas which is not designated for the deposit of garbage or trash, Tenant will be charges a fee of \$71.50/hour to remove the garbage or trash. These fees and costs may be deducted from Tenant's security deposit.

LAWN MOWING/SNOW REMOVAL: if Tenant fails to mow the lawn and/or remove snow from designated areas within a reasonable time period, Tenant will be charged a fee of \$71.50/hour to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs Imposed on Landlord due to Tenant's failure to comply with law or local ordinances regarding lawn mowing and/or snow removal. These fees and costs may be deducted from Tenant's security deposit.

UNRETURNED KEYS: If tenant fails to return key(s) provided by landlord, including mailbox key, storage compound key, and / or rental home key(s), tenant will be charged \$25.00 per key.

Tenant acknowledges that Landlord or Landlord's agent has specifically Identified each nonstandard rental provision with Tenant prior to entering Into a rental agreement.

Tenant(s): _____ Date: ___/___/___ Tenant(s): _____ Date: ___/___/___
Tenant Signature (s) Tenant Signature (s)

Tenant(s): _____ Date: ___/___/___ Tenant(s): _____ Date: ___/___/___
Tenant Signature (s) Tenant Signature (s)

Community Legal Business Name: [Property.Name()]

Landlord or Authorized Agent: _____ Date: _____
Landlord or Authorized agent Signature (s)

When to Use: Pursuant to WIs. Stat. 704.28, Nonstandard Rental Provisions must be used for Landlord to deduct anything from a Tenant's security deposit other than: (a) Except as provided in sub.(3), tenant damage, waste, or neglect of the premises. (b) Unpaid rent for which the tenant is legally responsible, subject to 704.29. (c) Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent. (d) Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment. (e) Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435 (3), to the extent that the landlord becomes liable for the tenant's nonpayment.



Revised August 2024

GUIDELINES FOR COMMUNITY LIVING--RENTAL HOMES

In order to have a neat, clean and attractive Community and one that not only we, but also the other residents of the Community will be proud of, the Management has set forth the following guidelines for living of which the residents and their guests shall abide. These are a part of your rental agreement.

(1) GENERAL

1. Tenant is responsible for rental agreement or Guideline violations and damages caused by other occupants of the home and guests.
2. Streets are for traffic only.
3. No discharge of firearms, bow and arrow, hunting or trapping, etc. will be permitted in the community.
4. Occupancy standard must meet local municipality requirements.

2) SUBLETTING, SELLING, OR RENTING

1. Subletting of rental home is not allowed. See Section 12 of Rental agreement.

(3) HOMES AND SITES

1. No fences of any kind may be put up by the Tenant without prior written permission, and submission and approval of a building permit.
2. Alterations shall not be made to the community site of the service facilities or components thereof without first receiving written permission from the Management.
3. Lawn care and maintenance:
 - a. It is the Tenant's full responsibility for the care and maintenance of lawns.
 - b. Trees, shrubs, and flowers may be planted only after receiving the prior consent of the Landlord and Tenant agrees that they become a part of the real estate and must remain on the site at the termination of the rental agreement. Landlord shall not be responsible for damage to any plants, shrubs, or lawns caused by the moving of a home on or off any site. Before planting any trees or shrubs or doing any digging on the Site, contact Diggers' Hotline because there are many underground utilities and we do not want digging over electric cables.
 - c. Willow, cottonwood, silver maple, ash, poplar, and sumac trees, among others, will not be approved for planting in the community.
 - d. Gardens: Approval from the community management must be obtained first if you should decide to plant a garden. The size must not exceed 10' x 10'. No gardens shall be allowed in front yards. Locations must be behind your shed, or in back of your home, depending on instruction from the Management. Your site must be able to tastefully accommodate a garden. Compost piles or compost containers are not allowed. All plants should be removed after the growing seasons. Fencing around any garden must be built with approved materials only and must also be removed after the growing season.
 - e. Lawns must be BOTH mowed and trimmed a minimum of once per week or more if necessary. Any shrubs must be maintained by Tenant. The care and condition of each Community site is the responsibility of the Tenant. However, if it becomes necessary to mow lawns, clean up unsightly rubbish, etc., maintenance charges will apply (see rental agreement for charges). Mowing and trimming is not allowed on a holiday.
 - f. Landscaping equipment, such as, lawn mowers, riding lawn mowers, and tractors, must be stored in your shed, garage, or off street view during the off season.
 - g. Snow blowers must be stored in your shed, garage, or off street view during the off season.

4. The Tenant is responsible and must pay for damages caused by the Tenant while working on or around the utilities including the electrical pedestal, receptacles, television, or telephone cables or pedestals, gas, water, and sewer pipes, etc. Tenant is also responsible and must pay for damages to property and structures, such as, sign posts, mailboxes, or lawns, etc....when damage was caused by the Tenant, other occupants of the home, or the Tenant's guest.
5. No storage of any item is permitted on patios or exterior areas surrounding the home except steps, patio furniture, or other patio related items. Commercially designed lawn furniture is allowed for outside use. No old upholstered furniture or furniture designed for interior use will be allowed. Furniture should be stored away during the off-season.
6. Before driving any rods, posts or like materials into ground, check with Diggers Hotline as to the location of underground utilities.
7. Trespassing on other sites is not allowed unless given their expressed permission.
8. Each home MUST have the address displayed clearly on the exterior. If the Community has a standard type of number, letter, size or location, that will be the only allowable type of address. If there is no standard, any commercially produced number or letter would be acceptable providing it is proportional in size with the norm in the community.
9. No painting or dressing of any concrete walks or patios.
10. Window air conditioner units must be installed with supports attached to the home, not by posts to the ground.
11. Do not install insulation in your windows. Any materials designed as an additional storm window or weatherization must be secured on the inside of the home, not visible from the outside. Tape, plastic, and insulation, which can be seen on the exterior of the home, are not allowed.
12. Windows must be decorated with commercially designed window treatments, i.e. curtains, draperies, blinds, etc. Bath or beach towels, blankets, bed sheets, or flags will not be accepted as window coverings.
13. Any lawn decorations, lawn ornaments, or flags must be commercially produced and tastefully decorate your home site. Landlord at his own discretion may refuse any decorations deemed untasteful. Flag poles must not exceed 20 feet in height.
14. Outdoor holiday decorations must be removed no more than three weeks after the holiday.
15. Birdfeeders that are damaged or unused must be removed.
16. Tarp can be used only with prior approval from management for home site. Covers for cars, air conditioners, grills, and motorcycles must be commercially designed for those specific items. All tarps must be a neutral color, i.e. black, brown or grey (not silver), and must be properly stored in your shed or garage when not in use.
17. Any murals or expressions of art on exteriors of garages, sheds, or home must be submitted with a building permit application and approved by Landlord prior to installation.
18. One above-ground commercially manufactured fire pit is allowed if it meets local municipal requirements.
19. If home has a wood burner, fireplace, or fire pit from October 1 to April 15, no more than two face cords of firewood may be stacked neatly on the site. From April 16 to September 30, no more than one face cord may be stacked on the site. Whenever possible it should be out of view from the street. All wood must be pre-cut before it is delivered to your site
20. In the event of fire, wind, or other causes of damage to the home or any of the Tenant's property on the home site, the Tenant is responsible for debris removal within a reasonable amount of time as deemed acceptable by Landlord. If debris is allowed to remain, Landlord at his option may have it removed. The debris removal fee will be charged accordingly to current hourly rates, plus any refuse container fees as charged.

(4) SKIRTING

1. Hay bails, bags of leaves, or any other materials may not be placed around the skirting.

(5) WATER METERS

1. If meter freezes and breaks, the expense to have the meter replaced may be the responsibility of the Tenant.

(6) SEWERS

1. Materials foreign to normal toilet usage such as disposable diapers, paper towels, napkins, Tampax, Kotex, flushable wipes, etc..., shall not be placed in the toilets or drains.
2. If sewers become plugged and any foreign items, included but not limited to those listed above, are found, it shall be the Tenant's sole responsibility to pay for the entire sewer-cleaning bill or sewer repair.
3. Tenants are responsible for notifying Landlord of necessary plumbing maintenance for the prevention and repairs of leaks in faucets, water lines, and toilets.

(7) GARBAGE

1. Garbage cans and/or proper plastic containers must comply with local Health Department Codes. All containers must be kept in a shed, or garage if available.
2. Garbage cans must be kept covered and not allowed to overflow. Do not at any time set garbage bags outside.
3. Do not set your garbage out to the curb for collection until late the evening before or early on the day of collection. Common sense should be used on windy days; anchor lightweight refuse and recyclables.
4. No burning of debris and/ or leaves at any time.
5. If your community has recycling containers, store the separate containers in your shed, garage or out of site.

(8) STORAGE BUILDINGS, GARAGES & CARPORTS

1. If you are interested in building a new storage building, garage, or carport on your site, you must first contact management. Detailed plans along with a Home Site Improvement application must be submitted to the management for approval. Building permits must also be obtained from the local municipality before any construction begins. You must use new materials. We do not allow materials such as flake board, wafer board, particleboard, or BLANDEX as exterior siding. The materials used **MUST BE DESIGNED FOR RESIDENTIAL EXTERIOR USE** and must be identical to the exterior siding and roofing material that was installed at the factory when the manufactured home was built.
2. The utility building/garage must be vinyl sided with a pitched shingled roof or another approved structure. All siding, trim, and roofing materials must be identical to the colors and materials used on the home. The roof must be of residential-grade roofing material.
3. A base of concrete, cement slab, or gravel must be provided for the shed to rest on. This will depend on local codes. All sheds shall be securely anchored to the base ground
4. Garage slabs and foundations become community property and are not allowed to be removed from the premises should the Tenant decide to relocate. Not all sites are conducive to garage construction.
5. If a carport, whether attached or freestanding, is on more than two sides, a garage door on the end facing the road will be required.
6. All unpainted material, i.e. brick molding, garage or shed trim, etc. must be painted within 30 days of construction completion.
7. Any adverse effect of drainage due to new construction by Tenant will be corrected at the Tenant's expense.
8. Construction is not allowed on holidays.
9. Doors on storage buildings and garages must be kept closed when not in use.

(9) SIGNS

1. No signs without prior community approval are allowed in the yard. This includes "For Sale" signs.
2. Political signs may be displayed during election time only and are to be removed promptly. Landlord at their own discretion may refuse any political signs that are deemed untasteful.

(10) PLAYGROUND EQUIPMENT & POOLS

1. If playground equipment is desired, submit a plan for prior written approval with Management as to details and location before installing it up. Management reserves the right to reject the condition of equipment and require its removal if it has not been authorized. Tenant must provide Landlord with indemnification from Tenant's insurance company. No tires, swings, or hammocks in trees are allowed.
2. If Tenant chooses to purchase a trampoline, Tenant must provide Landlord with indemnification from Tenant's insurance company. All trampolines must have a manufacturer-supplied safety netting around the perimeter of the trampoline. The trampoline cannot be used for storage. Trampolines must be dismantled by November 1st.
3. If you are considering installation of anything larger than a wading pool you must:
 - a. Submit a plan to Management listing dimensions and a brochure featuring the pool, as it will look when complete.
 - b. Prior to installation, obtain a written approval from Management. Tenant must provide Landlord with indemnification from Tenant's insurance company.
 - c. Securely cover the pool, with a safety cover designed specifically for pools, when not in use
 - d. Remove the ladder to the pool when not in use.
 - e. Make sure the installation and operation of the pool meets local ordinances. Check with the municipality before installing a pool.
 - f. Repair any lawn damage done by the pool when it is removed.
 - g. Pools must be dismantled and removed by October 1st.

(11) AUTOMOBILES, SNOWMOBILES OR MOTORCYCLES & BOATS

(LOCAL MUNICIPAL ORDINANCES WILL APPLY IN LIEU OF THE APPLICABLE PROVISIONS LISTED BELOW IN COMMUNITIES WHERE THE MUNICIPALITY OWNS THE ROADWAYS)

1. Motorbikes, snowmobiles, mini-bikes, ATVS, and similar recreational vehicles may not be ridden in the community, around the home, empty sites or any property owned by Community at any time, except to and from marked trails at the posted speed. Trails must be accessed at the closest point of egress.
2. No motorized toys allowed to be operated on any roads or parking areas of the community.
3. Utility trailers, snowmobiles, campers, and boats are not allowed to be stored on site unless they are kept in a shed or garage
4. Off road motorcycles, mini-bikes, ATVs, etc., shall be kept in shed or garage.
5. The resident(s) or their guests shall drive in and out of the Community in a careful prudent manner and on the proper side of the road obeying road signs. All residents and guests must always obey posted speed limit.
6.
 - (a) Residents shall park their automobiles in the designated spaces. Tenant must notify Landlord in the event of a change in vehicles giving a complete description of the new vehicle. The number of vehicles to be kept at the site must remain the same as Tenant's application for rental agreement unless prior written approval is received from Landlord.
 - (b) Absolutely no parking in the streets except for visiting guests. Parking in the streets must, without exception; park with the traffic flow. During times of snow, nobody may park in the roads. Cars may be towed, if necessary, at tenant(s) expense.
7. All vehicles on the premise shall be drivable and have a current vehicle registration. No vehicle can be used for storage.
8. Working on, repainting, overhauling, or changing oil, etc., is not permitted in streets or site. Damage resulting from petroleum or any other vehicle fluid spillage/leaks will be billed to the tenant. If you are changing a tire, the vehicle cannot be on jacks for more than 24 hours.
9. No trucks, semi-trailers, or school buses are allowed to be parked in the communities (van and pickups accepted).
10. Driving or parking of vehicles or recreational vehicles on lawns for any reason is absolutely prohibited.
11. Fish (ice) shanties, or other such similar items, are not allowed in the community at any time.

12. All motorized vehicles operated in the Community must be licensed and operated by a licensed driver. Landlord reserves right to have vehicle towed that is not properly licensed, stored, and/or approved at tenant's expense.

(12) LAUNDRY

1. Clothesline can only be strung on the following approved clothesline poles. (Check with Management for prior written approval before installing.)
 - a. Retractable clothes lines.
 - b. Umbrella-type clothes line poles.
 - c. Clotheslines must be retracted or dismantled when not in use.
2. Laundry is not to be hung outside overnight or for days at a time. No laundry shall be hung outside on holidays.
3. Stringing lines between trees or buildings is prohibited.
4. Laundry, rugs, etc cannot be hung on step and deck railings for more than 24 hours

(13) ANIMALS

1. Before a pet(s), ESA, Service Animal(s), can be brought in the home, prior written approval must be received from Landlord by Tenant. There may be an increase required to your security deposit. Security deposit will not be decreased at a later date.
 - a. There is no size limitation on dogs.
 - b. There is a monthly fee for a pet(s), such as a dog or cat. See Rental Agreement section 1.6.
 - c. Dog(s) breed(s) that are considered aggressive, such as, Doberman Pinscher, German Shepherd, Pit Bull, Staffordshire Terriers, Rottweiler, etc., or any mix thereof, will not be permitted into the community. Landlord reserves the right to permit or disallow any pet(s) into the community.
 - d. All pet(s), ESA, Service Animal(s), regardless of size, must be photographed for Tenant's account information prior to moving into the home or when the pet is acquired.
2. All animals must be confined to your site only unless Tenant is walking the pet.
3. Pet(s), ESA, Service Animal(s) may NOT run loose. Pet(s), ESA, Service Animal(s) must be on a leash, no longer than six (6) feet long, held by the Tenant anytime the pet is outside.
4. "Beware of Dog" signs are not allowed.
5. Noisy or unruly pets or those that cause complaints **WILL NOT BE ALLOWED TO REMAIN IN THE COMMUNITY.**
6. Pet(s), ESA, Service Animal(s) are not allowed to be tied to streetlights, mailboxes, trees, shrubs, cars, or ect.
7. Pet feces is to be confined to your lot and must be picked up daily. Please refrain from walking pet(s), ESA, Service Animal(s) in any playground or play area. When walking your dog, feces must be picked up immediately and disposed of properly.
8. All dogs and cats are subject to the local pet ordinance which includes licensing provisions. You must contact your local clerk to obtain a license for your pet(s), ESA, Service Animal(s). All pet(s), ESA, Service Animal(s) must be current on rabies vaccinations
9. The Tenant is responsible for their visitor/guest animals to ensure that they conform to the animal rules.
10. External animal enclosures, i.e. dog houses, kennels, pet fences, etc. are not permitted.
11. Management should be informed in writing when Tenant no longer has a pet(s), ESA, Service Animal(s). Previous months pet(s) fees will not be reimbursed.
12. It is prohibited to harbor any animal i.e. provide food and/or shelter of a least a semi-permanent nature to any animal in the community that is not classified as a pet(s), a service animal or an emotional support animal (ESA).

(14) ANTENNAS

1. Management reserves the right to require removal of any antennas or similar equipment that causes a problem.
2. External devices or receivers, designed to pick up or transmit television, internet and/or radio signals are permitted in the community, with prior approval. Management reserves the right to determine where said devices are placed on the home site.
3. Surveillance or recording devices must meet local ordinances.

(15) TENTS & CANOPIES

1. Tents should not remain up for an extended period of time that could cause damage to the lawn.
2. Tents must be in good condition, not faded, torn, etc.
3. Management reserve the right to refuse any tent or canopy that is deemed undesirable.

(16) SNOW REMOVAL

1. Snow plowing normally begins shortly after 5:00 a.m. in order that one lane will be cleared in time for most residents departing for work. After 8:00 a.m. the snow is pushed back as far as possible. This is subject to change based on timing of snowfall. It is the resident's responsibility to keep their driveway clear of snow, including snow left behind from plows at the end of driveways.
2. The Community does not allow street parking during the winter. The plow will normally concentrate on one street at a time. Cars plowed in must be shoveled out by owner. (NOTE: The above, though informational in format, is considered part of the specific rules and regulations.)

(17) SPECIAL

All persons will be required to observe local ordinances in regards to nighttime curfews.

The Landlord shall not be responsible for any damage or injury, whether to person, property or otherwise, resulting from or caused by:

- a) Fire, theft and elements, falling trees or limbs of trees, falling power lines, water, snow, ice, structures themselves, or any other types of damage or acts of God over which the Landlord has no control.
- b) Anything done, caused or suffered to be done, or omitted to be done by the Tenant and/or agents or employees of the Tenant or any other person on the Community property whether by invitation or license of the Tenant or otherwise.
- c) If you hire lawn care service provider, you must have your contractor/ service provider provide proof of liability insurance to our office, prior to the start of the work being done.