



197 Canyon Pass, Hudson, WI 54016 (715) 338-1917

LEASE

(Revised 11-11-20)

_____ and
 First Middle Last
 _____ and
 First Middle Last

 First Middle Last

(COLLECTIVELY THE "TENANT")

PROPERTY ADDRESS _____ Hudson, Wisconsin 54016 LEASE TERM: From 12:00 Noon, _____ (the "Lease Effective Date") until 12:00 Noon, _____ (the "Lease Termination Date").

MONTHLY RENT _____ SECURITY DEPOSIT _____ **In consideration of the mutual agreements and provisions set forth in this Lease, Red Cedar Canyon Villas, LLC, a Wisconsin limited liability company ("LANDLORD") hereby leases to TENANT and TENANT hereby leases from LANDLORD the property whose address is set forth above which shall include the interior of the property, connected garage and the abutting patio ("Property") but shall not include exterior walls, exterior doors, windows, screens, roof, sidewalks, driveways, clubhouse, exterior parking stalls, sidewalks and lawn. (hereinafter the "Common Property").**

- 1. RENTAL APPLICATION:** The Rental Application is part of the Lease. Any misrepresentations of material fact contained in the application shall constitute a material breach of this Lease and entitle LANDLORD to pursue its remedies under Paragraph 10.
- 2. RENT and UTILITIES:** During the Lease Term and any extension thereof without further demand or request the TENANT agrees to pay monthly rent to LANDLORD or its agent, on or before the fifth day of each month following the Effective Date by automatic withdrawal using the ACH facility ("Rent"). TENANT shall also pay, when due, the following utility bills that are connected to and serve the Property which include Xcel Energy (electric & gas), and City Water, Sewer and Trash (collectively the "Utility Bills").
- 3. NSF ADVICE AND RENT DELINQUENCY:** Tenant shall pay Landlord late fees as follows: \$35.00 if Tenant's check is returned for insufficient funds, plus \$50.00 if Landlord received all Rent due after 6:00 PM on the fifth day of each month (collectively "Late Fee"). Tenant shall deliver all Late Fees plus all rent due by delivering a Certified Check or Money Order to Landlord.
- 4. EFFECT OF PARTIAL PAYMENT OF RENT:** Tenant(s) expressly agrees and acknowledges that acceptance by the Landlord and of partial Rent payments DOES NOT and SHALL NOT constitute acceptance of Rent and shall not constitute a waiver by the Landlord to further collect the remaining amounts of Rent and late fees due. All partial payments are deemed a payment in account and no endorsement or statement on any check or other communication shall be deemed an accord and satisfaction and Landlord shall accept such payment without prejudice to the Landlord's right to recover the balance of any sums owed by the tenant hereunder or to pursue against the tenant any additional remedies under this lease provided by law. Tenant acknowledges that the Landlord by accepting a partial payment may continue all of its rights and remedies under the law including bringing an eviction action as a result of the tenant's failure to pay the balance of the rent and late fees owed. All rent payments are credited against the oldest balances first and then to the current financial obligation.
- 5. LANDLORD'S RIGHT OF ENTRY:** LANDLORD and its agents have the right to enter this Property at any reasonable time to inspect, make repairs, alterations, or to show the Property to prospective new tenants. LANDLORD shall make a good faith effort to give the TENANT reasonable notice of LANDLORD'S intent to enter. In the event TENANT is not present upon LANDLORD'S visit, LANDLORD shall leave a note on the kitchen counter that includes the date and time of entry.
- 6. LEASE TERMINATION AND PROPERTY VACATION:** Unless LANDLORD or TENANT gives written notice to the other party to this Lease sixty (60) days prior to the Lease Termination Date of their intent to terminate this Lease, this Lease Termination Date shall automatically extend for three months (the "Three Month Extension") and in that event the Rent shall be increased 3% during the term of each Three Month Lease Extension. *As an example, If the Lease Termination Date is December 31, 2019, the TENANT must deliver written termination notice to Owner on or before October 31, 2019 or the Lease Termination Date shall automatically be changed to March 31, 2020.* TENANT shall not during the Lease Term vacate the Property for more than 5 consecutive days without giving written notice to Landlord prior to such temporary vacation. Failure to give written Vacation Notice to shall be a material breach of this Lease. Upon proper notification to the LANDLORD of the TENANT'S intention to permanently vacate the Property, TENANT will turn over full possession of Property to LANDLORD. All keys are to be personally delivered to the Manager before leaving the complex by 12:00 Noon the last day of the month or a charge per day shall be applied, plus a charge for changing the locks. The LANDLORD shall deduct from TENANT'S damage-security deposit \$50.00 per hour for every hour after 12:00 Noon that TENANT has not vacated the Property and turned in their keys according to the terms of this Lease. TENANT shall upon termination of residency, surrender the Property to LANDLORD in the same condition in which they were received, ordinary wear and tear excepted.
- 7. RENT ADJUSTMENTS:** LANDLORD may adjust the rent for any Lease Renewal or Lease Extension by giving written communication to TENANT sixty days prior to the Lease Termination Date.
- 8. ABANDONMENT OR SURRENDER OF THE PROPERTY:** The TENANT shall during the Lease Term or any extension thereof pay the Monthly Rent every month during the Lease Term. TENANT shall not abandon the Property during the Lease Term. TENANT is responsible for all loss of rent or any other losses or costs caused by TENANT'S abandonment or surrender of the Property prior to the Lease Termination Date. Such abandonment or surrender of the Property without written acceptance by Landlord prior to the Lease Termination Date is a TENANT material breach of this Lease.
- 9. USE:** TENANT agrees to use the Property only as a residence as set forth in this Lease. TENANT shall not:
 - Sublet the Property or assign the Lease without written permission of the LANDLORD;

- b) Conduct any business or illegal activities of any kind upon the Property;
- c) Disturb or annoy other TENANTS of the Property complex with noise, music, or other sounds. Tenant shall observe all rules and regulations of management and all ordinances governing TENANT behavior. Children must be under adult supervision at all times;
- d) Affix any lock or other permanent hardware on the Property or use any large appliances within the Property without the written permission of the LANDLORD. The TENANT will pay Landlord \$50.00 to change each lock plus \$5.00 per key;
- e) Make any interior alterations, paint or redecorate the Property without the written consent of the LANDLORD;
- f) Permit anything to be thrown out of the windows; hang anything on the outside of the windows/walls/roof or placed on the outside windowsills of any window in the Property.
- g) Damage the Property. Tenant shall reimburse LANDLORD for Landlord's cost to repair damage of the Property caused by Tenant, Tenant's guests and relatives including, but not limited to, loss to or from broken and open windows or doors, water damage from open faucets, appliances left on beyond normal use and damage and/or stained flooring
- h) Allow pets of any kind on the Property;
- i) Park trailers or boats on the Property driveway, on the streets or parking stalls within the Red Cedar Canyon complex;
- j) Install any electronic equipment of any kind on the Common Property as defined in this Lease.
- k) No guests of the TENANT may occupy the Property for longer than one week without prior written consent of the LANDLORD.
- l) Place a heated barbeque within 18" of trees or shrubbery and a minimum of 10' from the building.

10. GARAGE USE AND LANDLORD'S RIGHT TO TENANT PARKING AREA: TENANT agrees to keep the garage space in a clean (broom swept) and sanitary condition, and shall use his garage to park one vehicle for a one-car garage townhouse, two vehicles for a two-car garage townhouse, and shall not interfere with any adjoining garage space or common area. Garage doors are to be closed at all times except for entering and exiting the garage. TENANT shall promptly move their vehicle(s) on verbal or written notice from LANDLORD to permit LANDLORD to remove snow in excess of 1.5", to sweep the street and or driveway and parking stalls or to repair streets and utilities. If TENANT fails to move their vehicle(s), LANDLORD may tow such vehicle(s) at TENANT'S expense. TENANT shall not park any vehicle in front of the garage door. TENANT shall not park a vehicle in a parking stall for more than five (5) consecutive days and in that event, LANDLORD shall have the right to tow such vehicle at owner's sole cost and expense.

11. LANDLORD'S REMEDIES: If the TENANT breaches the Lease, the LANDLORD shall have the right to terminate the Lease, have the TENANT evicted and sue the TENANT for damages, or affirm the Lease and sue the TENANT for damages. By way of illustration, and not of limitation, the following activities of TENANT shall constitute breaches of the Lease if Tenant fails to:

- a) Pay Monthly Rent, Utility Bills, Garbage and Recycling Fees or any other sums when due as provided for herein;
- b) Inform LANDLORD of all persons residing at the Property and fails to receive the LANDLORD'S approval for same;
- c) Maintain the Property in a clean, order free and sanitary condition or fail to comply with Use as described herein;
- d) Reimburse LANDLORD for repairs made necessary to the Property caused by the neglect or misuse or abuse by the TENANT or TENANT'S guests.

12. LANDLORD SHALL:

- a) Keep Property and all common areas fit for the use intended by the LANDLORD and TENANT;
- b) Keep Property in reasonable repair during the term of the Lease, except when the disrepair has been caused by the willful, malicious or irresponsible conduct of the TENANT or a person under the direction or control of the TENANT;
- c) Maintain the Property in compliance with the applicable health and safety laws of the state and local units of government where the Property is located during the term of the Lease, except when violation of the health and safety laws have been caused by the willful, malicious or irresponsible conduct of the TENANT or a person under the direction or control of the TENANT.

13. SECURITY DEPOSIT: LANDLORD shall refund the Security Deposit provided TENANT has delivered to Landlord:

- a) Written notice to terminate this Lease according to the terms of this Lease; and
- b) All Property keys to LANDLORD before 12 noon on the Lease Termination Date; and
- c) The Property in the same condition that existed on the date TENANT took possession of the Property with the exception of normal wear and tear; and
- d) Paid receipts of all Utility Bills and other amounts due during the Lease Term.

LANDLORD shall deduct from the Security Deposit Landlord cost or expense which include but not limited to :

- a) Loss of rent if Tenant abandoned the Property prior to the Lease Termination Date
- b) Loss of future rent caused by delayed vacation of the Property according to the Lease;
- c) Failed to deliver the Property in the same condition the Property was in on the date TENANT took possession of the Property;
- d) Failed to deliver the keys to LANDLORD according to the terms of this Lease;
- e) Failed to pay all Utility Bills and other Tenant obligations according to this Lease,
- f) Damaged to the Property or Common Property caused by Tenant, Tenant's guests Tenant's Security Animals or guest's Pets..

14. LIABILITY OF LANDLORD: LANDLORD shall not be liable for any damages or losses to TENANT or TENANT'S Property unless caused by the negligence or willful conduct of the LANDLORD or LANDLORD'S agents. LANDLORD shall not be liable for personal injury to TENANT or TENANT'S guest or for damage to TENANT'S personal Property caused by the criminal acts of third parties, fire, acts of nature, bursting pipes, water, explosion, sonic booms, or other like causes, unless the damage is caused by the negligence of LANDLORD or LANDLORD'S agents. LANDLORD RECOMMENDS TENANT PURCHASE INSURANCE TO PROTECT AGAINST LOSS OF PERSONAL PROPERTY AND LIABILITY.

If any of LANDLORD'S employees are requested by TENANT to render any services not contemplated in this Lease such as moving automobiles, handling of furniture, cleaning, delivering packages, etc., such employees shall be deemed agents of TENANT while performing these services regardless of whether payment is arranged for such services; and TENANT agrees to hold LANDLORD harmless from all liability for damages which may occur in connection with rendering such services.

15. INTERRUPTION OF SERVICE BEYOND CONTROL OF LANDLORD: In case of malfunction of equipment or utilities, TENANT shall notify LANDLORD immediately and LANDLORD shall make repairs with reasonable promptness. Rent shall not be adjusted during any such period if such malfunction is due to any cause beyond the control of the LANDLORD. If the damaged Property is unfit for occupancy and if LANDLORD decides not to repair the building, LANDLORD may terminate this contract by giving written communication to TENANT. If Lease is terminated, there will be no rebate of rent paid that month. TENANT agrees to request all repairs and services in writing to LANDLORD, except that in an emergency, telephone calls will be sufficient notice.

16. EXPENSE AND COSTS OF ENFORCEMENT: TENANT agrees to pay LANDLORD for all expenses and costs, including reasonable attorney's fees, incurred by LANDLORD in forcing the terms of the lease.

17. JOINT AND SEVERAL LIABILITIES: TENANT agrees that all "TENANTS" signing this Lease are jointly and severally responsible for all the terms and conditions of the Lease including Rent and Utility Bills.

18. AUTHORIZATION & AGREEMENT FOR PHOTOCOPY/SCANNED SIGNATURES: LANDLORD hereby represents and TENANT understands and agrees that LANDLORD shall not maintain any paper file of original documents executed by TENANT and LANDLORD with regard to the transaction contemplated herein, including but not limited to: the Lease, Rental Application or any other documents, agreements, amendments or addendums thereto, once they have been scanned into LANDLORD's computer system and uploaded. LANDLORD will maintain electronic files of all documentation and shall not maintain paper copies of any original document.

TENANT hereby specifically authorizes LANDLORD, its agents, successors and assigns to utilize photocopied/scanned signatures as original signatures on all documents relative to this transaction. TENANT further agrees that a scanned signature on any document shall have the same force and effect as an original and shall constitute an official and original version of that document as if it were an original signature on a paper document maintained in a paper file by LANDLORD.

19. ENTIRE AGREEMENT: This Lease contains the entire Lease of the LANDLORD/TENANT. No changes shall be made in this Lease except in writing, signed and dated by LANDLORD and TENANT.

20. LANDLORD AND MANAGER: The Property is owned and managed by The Villas at Red Cedar Canyon, LLC., a Minnesota limited liability company whose current address is 197 Canyon Pass, Hudson, WI 54016. LANDLORD whenever used in this Lease also means LANDLORD'S agents.

21. Pet Free Property: Residents understand and agree pets, including but not limited to dogs and cats, are not permitted on the Property or the Common Property. If Resident permits pets on the Property or the Common Property, the Resident is in default of this Lease.

ACCEPTED BY: TENANT _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____

LANDLORD _____ DATE _____

By: _____ DATE _____