



Mailing Address:
Lexington Management, LLC
1256 Centennial Centre Blvd.
Hobart, WI 54155

RESIDENTIAL LEASE AGREEMENT

It is mutually agreed upon between Lexington Management, LLC (LESSOR) and, [REDACTED] LESSEE, jointly and severally the LESSOR does hereby lease to LESSEE the following described Premises located at [REDACTED] ("Premises") for the term and rent described herein.

Rent Prorated rent for the month of [REDACTED] is due in the amount of \$ [REDACTED] on the Lease Commencement Date. The first full month's rent is due and payable on the first day of [REDACTED] and the entire monthly rent in the amount of \$ [REDACTED] shall be paid on or before the first (1ST) day of each month thereafter. THERE IS NO GRACE PERIOD, EVEN IF THE FIRST DAY OF THE MONTH FALLS ON A WEEKEND OR A HOLIDAY. RENT POSTMARKED OR RECEIVED AFTER THE FIRST (1ST) DAY OF THE MONTH IS LATE. NO EXCEPTIONS. Any late fees will be determined based on the date of actual receipt if: (a) hand delivered to the corporate office; (b) the official postmark date on the envelope, if mailed; or (c) the actual initiation date and time, if paid electronically. Electronic ACH transactions have a \$1.95 convenience fee per transaction and credit and/or debit card transactions have a 3.75% fee charge on the total amount of the transaction along with a \$1.95 convenience fee per transaction. These fees are subject to change at any time and without notice. Hand delivered payments to the corporate office will only be accepted during regular business hours and must be delivered to an employee of LESSOR. PAYMENTS PLACED UNDER A DOOR OR IN A MAILBOX, ETC. ARE NOT ALLOWED AND WILL NOT BE ACCEPTED. It shall be the sole responsibility of LESSEE to determine whether LESSOR has employees available at the corporate office to receive payments. LATE FEE(S) SHALL BE ASSESSED, PURSUANT TO THE NONSTANDARD RENTAL PROVISIONS document. In the event LESSEE elects to occupy the Premises on a month-to-month basis following the initial term of this Lease Agreement, LESSEE shall pay a month-to-month premium of two-hundred and 00/100 dollars (\$200.00) per month in addition to the current market rent of the premises at that time. All LESSEEs and any Cosigners and/or Guarantors are jointly and severally liable for the full amount due under the terms of this Lease Agreement and any extension or renewal.

Lease Term The Lease Term shall commence at 3:00 PM on [REDACTED], and shall terminate at 10:00 AM on [REDACTED] unless terminated sooner pursuant to the terms of this Lease Agreement. If LESSEE shall occupy the Premises after the termination date, it will be on a defaulted month-to-month basis during which time either party may terminate the defaulted month-to-month tenancy in accordance with the requirements outlined below. In any instance, failure to vacate by an agreed upon date and time will result in a statutory holdover damage of double rent apportioned on a daily basis, as allowed per Wis. Stat. § 704.27. Original Lease Commencement Date: [REDACTED]

Residents The only people that are allowed to live on the Premises are those LESSEEs and other authorized occupants. The amount of occupants authorized to be living in the Premises is currently [REDACTED] during LESSEE's tenancy. Guests are permitted to stay temporarily in the Premises, so long as their presence does not interfere with the quiet use and enjoyment of others and if the number of guests is not excessive for the size of the facilities and the Premises. Guests may stay within the Premises for up to seven (7) cumulative days and nights per month. LESSEE must notify and obtain LESSOR's prior written permission before any guest may stay in the Premises beyond seven (7) days. If any guests wishes to reside in the Premises permanently, and if LESSEE is in agreement, then the guest must complete and submit a rental application and pay any applicable fees, at which time LESSOR will process and review the application to determine if the guest/applicant meets its screening criteria, and if they do, they will need to be added to this Lease Agreement and sign all other rental documents.

Place of Payment All payments due under this Lease Agreement are to be made payable to **Lexington Management, LLC** and mailed, hand delivered, or paid electronically via LESSEE's resident portal, to **1256 Centennial Centre Blvd, Hobart, WI 54155**. No other location or address is acceptable. Site staff are not able to accept payments.

Security Deposit Upon execution of this Lease Agreement, LESSEE has paid a security deposit in the amount of \$ [REDACTED] to be held by LESSOR. The deposit, less any amounts legally withheld, will be returned to LESSEEs last-known address, unless a forwarding address is provided in writing, within twenty-one (21) days after any event set forth in Wis. Stat. § 704.28(4). LESSEE may not use the security deposit as payment for last month's rent without the prior written permission of LESSOR. LESSEE is hereby notified that LESSEE may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the Premises and notify LESSOR of any pre-existing damages or defects; (b) request a list of physical damages or defect charged against the previous LESSEE's security deposit. If this request is made, LESSOR will provide LESSEE with a list of all physical damages and/or defects charged against the previous LESSEE's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to LESSEE within thirty (30) days from when the request was received or within seven (7) days after LESSOR notifies the previous LESSEE of the security deposit deductions, whichever occurs later.



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Heat and Utilities

_____ is to furnish heat at their expense. LESSEE agrees to set the temperature on all heating units within the Premises at a minimum of 62° degrees Fahrenheit, during the heating season. All heating units must always remain on during cold months. Should any damage occur because of LESSEE’s failure to maintain adequate heat, LESSEE shall be responsible for all damage that occurs. LESSEE is responsible for electric bills. _____ is responsible for gas. _____ is responsible for sewer and water charges. LESSEE is responsible for switching applicable utilities into their name as of the Original Lease Commencement Date. LESSEE is also responsible for switching utilities out of their name as of the last date of obligation and for ensuring that the final bills are sent to their forwarding address. Any water or sewer bill not paid prior to the date of security deposit return will be deducted from the security deposit.

Agents

The agent for the collection of rents, management, and for service of process is Lexington Management, LLC, 1256 Centennial Centre Blvd. Hobart, WI 54155. **Phone:** (920)662-1611 **Email:** questions@lexingtonmanagement.com.

The agent for maintenance is Lexington Management, LLC, 1256 Centennial Centre Blvd. Hobart, WI 54155. **Phone:** (920)662-1611 **Email:** service@lexingtonmanagement.com

Notice to Vacate

Lease for Term - If LESSEE wants to vacate at the end of the initial lease term, then LESSEE must provide LESSOR with written notice at least two (2) full months or sixty (60) days, whichever is greater, prior to the end of the initial lease term. A lease for term may only be terminated at the end of the term, unless otherwise agreed upon in writing by both parties. Choice Month-to-Month Tenancy - If LESSEE wants to vacate the Premises during their choice month-to-month lease, then LESSEE must provide LESSOR with written notice at least two (2) full months or sixty (60) days, whichever is greater, prior to the end of the initial lease term. A choice month-to-month lease may only be terminated at the end of a rental period, unless otherwise agreed upon in writing between both parties. Defaulted Month-to-Month Tenancy - Written notice must be received by the other party at least twenty-eight (28) days prior to the end of a rental period for a defaulted 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. LESSEE’s notice must display a clear date that LESSEE plans to vacate the Premises. LESSEE’s notice must be given electronically via Lexington Management, LLC’s website or given in writing and mailed or hand delivered to Lexington Management, LLC at the above referenced address. Notice must be postmarked, hand delivered, or initiated electronically on or before the first day of the month. Any notice received between the 2nd and the 31st of the month will go into effect the first day of the following month. If LESSEE fails to give proper notice, LESSEE will be held responsible for the rent and utilities for the Premises until it is re-rented and income producing, in accordance with the Lease Agreement. LESSEE understands that if notice is given during the Lease Term, LESSEE is still responsible for the rent and utilities on the Premises until it is re-rented and income producing or until the end of the Lease Term, whichever occurs first.

Waiver

In the event either party defaults on the terms of this Lease Agreement or the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment to this Lease Agreement or indicate that later defaults shall result in a similar failure to act (waiver).

Move-In Inspection

It is understood that on or about the Original Lease Commencement Date, LESSEE will receive a move-in inspection form. This form is to be completed and returned to the LESSOR’s Corporate Office no later than seven (7) days from the Original Lease Commencement Date or date of key pick up. If not returned within the seven (7) day period, then both LESSEE and LESSOR agree that the LESSEE received the Premises in good repair and that there was no pre-existing damage.

Move-out Inspection

LESSOR requires LESSEE at the time of move-out to do a final move out inspection no later than 10:00 AM on the last day of Lease Term, the date listed on LESSEE’s notice to vacate or otherwise agreed upon date. LESSEE shall provide LESSOR with a forwarding address on or before the date of the move-out inspection. LESSEE shall turn over all keys, fobs and garage remotes to LESSOR upon date of the move-out inspection.

LESSEE’s Property

LESSEE is completely responsible for insuring LESSEE’s personal property and expressly waives any claims against LESSOR for loss or damage to said property by reason of fire, theft, act of God, or other causes, other than LESSOR’S negligent acts or omissions.

**LESSEE'S
Duties**

LESSEE agrees to honor and assume the following: (a) to comply with the terms of this Lease Agreement and all Rules and Regulations; (b) to notify LESSOR, and not a tradesman working for LESSOR, of needed repairs and to do so in writing; (c) to allow LESSOR and any service personnel or agents to enter the Premises at reasonable times and with reasonable notice to inspect, repair, show the Premises to prospective LESSEEs or purchasers or comply with applicable laws or regulations. LESSOR may enter without notice upon the consent or request of LESSEE for maintenance service or when a health or safety issue exists, or when LESSEE is absent from the Premises and LESSOR believes that entry is necessary to preserve or protect the Premises.; (d) to not make or knowingly permit use of the Premises or rental property for any unlawful purpose; (e) to obey all lawful orders, rules, and regulations of all government agencies; (f) to use the Premises for residential purposes only. Operating a business, including, but not limited to, providing childcare for children not listed as occupants on this Lease Agreement is prohibited; (h) to not engage in activities that will unduly disturb neighbors, other lessees, or management; (i) to not do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy; (j) to not engage in behavior that interferes with or interrupts the management of this property; (k) to understand that LESSEE is liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises, building, or development by LESSEE or LESSEE's guests and invitees. Nothing in this section authorizes LESSOR to terminate the tenancy of a LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

Pets

Unless stated otherwise, pets are prohibited in the Premises, common areas, and grounds. Visiting pets are also prohibited. If you are a LESSEE of Madeira, Stradale, Urban Edge, Valhalla, or Volante one dog is permitted on the Premises. For LESSEEs of Aria, one dog is permitted in the Cabeletta and Cadenza floor plans of the Premises only. For LESSEEs of Asterion and Bridgewater, one dog is permitted in the townhome and lower style units of the Premises only. Pets are permitted at duplexes at the LESSOR's sole discretion. If a pet is approved, LESSEE must sign a Pet Agreement, pay a pet deposit, and pay a one-time pet facility fee, prior to the pet being allowed on the Premises. Breed and weight restrictions shall apply. For pet inquiries, LESSEE must contact the Corporate Office.

Subleasing

LESSEE shall have no right to sublease or assign any portion of the Premises during the lease term, without LESSOR's advance written consent. Subleasing includes any agreement or posting whereby LESSEE charges or intends to charge a third-party for the use of the Premises, including, but without limitation, via Airbnb, VRBO, Marketplace, bed and breakfast, etc. Any violation of this provision shall result in a default under the Lease Agreement and a fine of \$500.00 for each day of the breach. LESSOR does not waive its right to serve notice, terminate the tenancy, and evict LESSEE, if applicable, because LESSOR is charging a fee for any violation of this section.

Breach of Lease

In the event that LESSEE violates any of the terms of this Lease, LESSEE may be evicted pursuant to Wisconsin law, without limiting the liability of LESSEE for rent due or to become due under this Lease Agreement. If LESSEE is evicted, or otherwise leaves the Premises prior to the expiration of this Lease, LESSEE will remain liable for all rent payments through the end of the Lease Term or until re-rented and income producing, whichever occurs first. LESSEE will also be responsible for all costs incurred by LESSOR when mitigating LESSEE's damages. Such damages may include, but are not limited to, advertising costs, re-rental fees (including special concessions given to the new LESSEE as long as it does not exceed one (1) month's rent), and utilities that would have otherwise been the responsibility of the LESSEE had they remained in the Premises.

**Breach and
Termination**

Failure of either party to comply with any material provision in this Lease Agreement is a breach. Should LESSEE neglect or fail to perform and observe any of the terms of this Lease Agreement, LESSOR shall give LESSEE written notice of the breach requiring LESSEE to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if LESSEE fails to comply with such notice, LESSOR may declare the tenancy terminated and proceed to evict LESSEE from the Premises, without limiting the liability of LESSEE for the rent due or to become due under this Lease Agreement. If LESSEE has been given such notice and remedied the breach or been permitted to remain in the Premises and within one (1) year of such prior breach, LESSEE breaches the same or any other covenant or condition of this Lease Agreement, this Lease Agreement may be terminated if, LESSOR gives notice to LESSEE to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.16(3), 704.17(2)(c), and 704.17(3m). The language in this section shall apply to a lease for a specific term and does not apply to a defaulted month-to-month tenancy. If LESSOR commits a breach, LESSEE has all rights and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin Code § ATPC 134. Nothing in this section should be construed to authorize LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.



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Abandoned Property

If LESSEE vacates or is evicted from the Premises and leaves personal property, LESSOR may presume, in the absence of a written agreement between the LESSOR and LESSEE, to the contrary, that LESSEE has abandoned the personal property and LESSOR may dispose of it in any manner the LESSOR, at LESSOR’s sole discretion, determines if appropriate. LESSOR will not store any items of personal property that LESSEE leaves behind when LESSEE vacates or is evicted from the Premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If LESSEE abandons a manufactured or mobile home or a titled vehicle, LESSOR will give LESSEE and any other secured party that LESSOR is aware of, written notice of intent to dispose of said property by personal service, regular mail, or certified mail to LESSEE’s last known address, prior to disposal.

CRIME VICTIM PROTECTIONS

Nothing in this Lease Agreement authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

COMPLIANCE WITH WIS. STAT. § 704.44

Nothing in this Lease Agreement authorizes LESSOR to do anything that would be a violation of Wis. Stat. § 704.44 or Wisc. Admin. Code § 704.44.

Notice of Domestic Abuse Protections

1) As provided in section 106.5(5m)(dm) of the Wisconsin statutes, LESSEE has a defense to an eviction action if the LESSEE can prove that the LESSOR knew, or should have known, the LESSEE 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 LESSEE’s invited guest.
- (b) A person who was the LESSEE’S invited guest, but the LESSEE has done either of the following:
 1. Sought an injunction barring the person from the Premises.
 2. Provided a written statement to the LESSOR stating the person will no longer be an invited guest of the LESSEE and the LESSEE has not subsequently invited the person to be the LESSEE’S guest.

2) A LESSEE 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 LESSEE has safety concerns, the LESSEE should contact a local victim service provider or law enforcement agency.

3) A LESSEE is advised that this notice is only a summary of the LESSEE’S rights, and the specific language of the statutes governs all instances.

Incorporated Documents

The following documents are incorporated into this Lease Agreement by reference:

- Nonstandard Rental Provisions Agreement
- Nonstandard Rental Provisions: Charges Agreement
- Rules and Regulations
- New Construction Agreement, if applicable
- Co-signer Agreement, if applicable
- Pet Agreement, if applicable
- Emotional Support/Service Animal Addendum, if applicable

Electronic Delivery

By signing this Residential Lease Agreement, LESSEE specifically agrees to receive, obtain, and/or submit any and all documents and information electronically. These documents and information will be collectively known as “Electronic Communications,” and may include, but not be limited to, a copy of the Lease Agreement and any document related thereto, a security deposit and any document related to the accounting and disposition of the security deposit and security deposit refund, a promise made before entering into the Lease Agreement to clean, repair or otherwise improve any portion of the Premises, advance notice of entry, any and all current and future required notices and/or disclosures, as well as such documents, statements, dates, records, and other communications regarding LESSEE’s relationship with Lexington Management, LLC. LESSEE acknowledges and states that LESSEE is able to retain Electronic Communications by printing and/or downloading these Agreements, Electronic Communications, documents, or records. LESSEE accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling all terms and conditions of this agreement and agrees that such Electronic Communications fully satisfy any requirement that communications be provided to LESSEE in writing or in a form that LESSEE may keep. LESSEE agrees to provide and maintain a valid email for LESSOR to use for Electronic Communications. LESSEE agrees to regularly and thoroughly check email junk/spam folders for any communications from LESSOR. LESSEE acknowledges and agrees that Electronic Communications to any named LESSEE constitutes satisfactory delivery to any and all named LESSEES. As long as at least one LESSEE has an email on file, LESSOR will Electronically Communicate with LESSEES. ONLY upon the failure of all named LESSEES to provide an email will LESSOR deliver physical, paper copies of such communications to LESSEE.



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**Electronic
Signature**

LESSEE agrees that LESSEE's electronic signature is the legal equivalent of LESSEE's manual or handwritten signature, on this document. By electronically signing this document using any device, means, or action, LESSEE consents to the legally binding terms and conditions of the Lease Agreement. LESSEE further agrees that LESSEE's signature on this document (hereafter referred to as "E-signature") is as valid as if the LESSEE signed the document in writing. LESSEE also agrees that no certification authority or other third-party verification is necessary to validate LESSEE's E-signature or any resulting agreement between LESSEE and Lexington Management, LLC.

NOTE: SIGNING OF THIS LEASE AGREEMENT CREATES A LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.