



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 agreement. 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].

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 LESSEE's 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.

Heat and Utilities [REDACTED] is to furnish heat at their expense. LESSEE is responsible for electric bills. [REDACTED] is responsible for gas. [REDACTED] 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 utility bills 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

Residents/ The only people that are allowed to live on the Premises are LESSEEs and other authorized occupants. The amount of

Occupancy	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 Premises. Guests are permitted to stay in the Premises for up to seven (7) cumulative days and nights per month. Allowing an unauthorized person to occupy the Premises beyond the allowed period is a breach of lease and the account may be addressed for unauthorized occupancy. 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 wish to reside in the Premises permanently, and if LESSEE is in agreement, then the guest must complete LESSORs Leaseholder change process. LESSEE understands that anyone who is eighteen and above (18+) and wishes to reside in the Premises along with the LESSEE, must complete LESSOR’s leaseholder change process and become a LESSEE. Authorized occupants are: [redacted]
Leaseholder or Cosigner Change	If at any time during LESSEE’s tenancy, LESSEE requests for a change be made to the leaseholders or a cosigner on the account, a Leaseholder/Cosigner Change fee of two hundred and fifty dollar (\$250) plus any other required fees (i.e.; application fee) to cover LESSOR’s actual costs in processing the request, making changes and/or preparing the new rental documents. This fee must be paid prior to the changes being made. This fee would be applicable in situations, including but not limited to, involving the removal, addition, or change of the responsible parties on the account. If a request is made by the LESSEE for LESSOR to complete a Leaseholder/Cosigner Change, LESSEE understands that any new applicants that LESSEE is requesting to be added to the Lease Agreement will need to submit an application and meets the LESSOR’s screening criteria in order for the Lease Holder/Cosigner Change to be approved.
Administrative Fee	If LESSEE requests that any information to be updated or changed on LESSEE’s account that results in the need for a new Lease Agreement and/or other rental documents to be created or modified during LESSEE’s current lease term for any reason, including but not limited to, name changes or vehicle information changes, etc., that LESSEE will be responsible for paying a one hundred dollar (\$100) administrative fee to cover the costs of LESSOR’s staff’s time plus any other required fees as it pertains to the process. This fee must be paid prior to the updates and/or changes being made.
Renters Insurance	EACH LESSEE AGREES TO PURCHASE AND MAINTAIN A RENTERS INSURANCE POLICY FOR THE PREMISES FOR THE DURATION OF LESSEES TENANCY INSURING THE COST OF REPLACING OR REPAIRING LESSEE’S STOLEN OR DAMAGED PERSONAL PROPERTY AND TEMPORARY EXPENSES FOR LOSS OF USE OF THE PREMISES. THE POLICY MUST CONTAIN, AND CLEARLY DISPLAY A MINIMUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) IN LIABILITY COVERAGE. A COPY OF LESSEE’S RENTERS INSURANCE POLICY, DECLARATION PAGE, OR CERTIFICATE OF INSURANCE, MUST BE PROVIDED TO LESSOR NO LATER THAN THE LEASE COMMENCEMENT DATE AS “PROOF OF RENTERS INSURANCE”. THIS DOCUMENTATION MUST CLEARLY DISPLAY EACH LESSEES: FULL NAME, PREMISES ADDRESS AND POLICY TERM (INCEPTION & EXPIRATION). LESSEE MUST PROVIDE PROOF OF RENTERS INSURANCE FOR THEIR CURRENT POLICY WHICH INCLUDES BUT IS NOT LIMITED TO, ANY RENEWED OR REINSTATED POLICY, TO LESSOR. IF LESSEE FAILS TO PROVIDE A COPY OF ONE OF THE ABOVE-NOTED DOCUMENTS, AS REQUIRED, LESSEE WILL BE RESPONSIBLE FOR PAYING A TWO HUNDRED AND FIFTY DOLLAR (\$250) FEE FOR THE BREACH OF LEASE.
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.
Notice to Vacate	<u>Lease for Term</u> - 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. <u>Choice Month-to-Month Tenancy</u> - 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. <u>Defaulted Month-to-Month Tenancy</u> - 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.

**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 **Harbor Pointe**, **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.

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 LESSEE had they remained in the Premises.

**Breach and
Termination**

Failure of either party to comply with any 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 § ATCP 134. Nothing in this section should be construed to authorize LESSOR to terminate



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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.

Resident Charges And Payments LESSEE shall pay, within fifteen (15) days, after being billed, for any costs associated with any required or requested repairs/remedy resulting from LESSEE’s intentional acts, negligence, misuse of the Premises or failure to follow any terms and conditions set forth in the Lease Contract, Costs may include, but are not limited to, vendors’ invoices, supplies, LESSOR’s labor, loss, or damage. If any amount is not paid within the fifteen (15) day period such costs may be filed with a collection agency and/or to be basis for a notice of breach.

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.

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.

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).

Retaliation Prohibited Nothing in this Lease Agreement or any other rental documents incorporated into this Lease Agreement by reference, allows LESSOR to do any of the following solely because LESSEE has contacted an entity for law enforcement services, health services, or safety services: (a) increase rent; (b) decrease services, (c) bring an action for possession of the Premises (d) refuse to renew a Lease Agreement; (e) or threaten to take any action in (a) through (d).

Incorporated Documents The following documents are incorporated into this Lease Agreement by reference:
● Nonstandard Rental Provisions Agreement ● Co-signer Agreement, if applicable
● Rules and Regulations ● Pet Agreement, if applicable
● New Construction 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, except as prohibited by law. The 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. As allowed by law, 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



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fully satisfy any requirement that communications be provided to LESSEE in writing or in a form that LESSEE may keep, unless prohibited by law. 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.

**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 LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.