

**The New High Point Woods LLC, Heather Valley LLC, High Point Meadows LLC**  
**Rental Application**  
Proud to Be A Smoke Free Property

Apartment Address: \_\_\_\_\_ Unit No: \_\_\_\_\_  
Lease Term: \_\_\_\_\_ To \_\_\_\_\_ Pro Rated Dates: \_\_\_\_\_ To \_\_\_\_\_  
Rent: \_\_\_\_\_ Parking Fee: \_\_\_\_\_ Agent: \_\_\_\_\_  
Amount paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Check No: \_\_\_\_\_

**Contact Information:**  
High Point Woods Apartment Homes  
1 High Point Oaks Lane Madison, WI 53719  
Phone: (608) 833-6776  
Fax: (608) 833-5173  
Email: Highpoint@halanger.com

Utilities not included in the rent are electric, internet, cable and hot water in Heather Valley LLC.

**EACH ADULT MUST COMPLETE A SEPARATE APPLICATION.**

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Email: \_\_\_\_\_

You must name each household member that will occupy the unit at the time of move-in and throughout the term of the lease.

Name of Person: (First, Middle, Last)	Birth date:	Adult or Minor:	Social Security No:	Drivers License No.:	State:
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____

Do you expect to have any additions to the household within the next 12 months? (If Yes Name & Relationship): \_\_\_\_\_  
Do you have any pets? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please list \_\_\_\_\_  
Do you smoke? Yes \_\_\_\_\_ No \_\_\_\_\_

**HOUSING REFERENCE:**

Have you ever paid rent late: (If Yes Please Explain) \_\_\_\_\_ YES \_\_\_\_\_ NO  
Have you ever refused to pay rent: (If Yes Please Explain) \_\_\_\_\_ YES \_\_\_\_\_ NO  
Have you ever been evicted or asked to leave: (If Yes Please Explain) \_\_\_\_\_ YES \_\_\_\_\_ NO  
Do you owe past due rent or other monetary obligations to your current or previous landlord: (If Yes Please Explain) \_\_\_\_\_ YES \_\_\_\_\_ NO  
Have you, or any other person named on this application, ever been convicted of a crime related to disturbance of neighbors, destruction of property, drug-related criminal activity, violence to persons / property, felony or other convictions? \_\_\_\_\_ YES \_\_\_\_\_ NO (If Yes Please Explain): \_\_\_\_\_

Present Address: \_\_\_\_\_ Apt No: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Landlord Address: \_\_\_\_\_ Name: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Rent: \_\_\_\_\_ Lease Term: \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_ Fax No: \_\_\_\_\_  
Previous Address: \_\_\_\_\_ Apt No: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Landlord Address: \_\_\_\_\_ Name: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Rent: \_\_\_\_\_ Lease Term: \_\_\_\_\_ To \_\_\_\_\_ Reason for leaving: \_\_\_\_\_ Fax No: \_\_\_\_\_

**EMPLOYMENT REFERENCE:**

Place Of Employment: \_\_\_\_\_ Hours Per Week: \_\_\_\_\_ Gross Monthly Income: \_\_\_\_\_  
How Long Have You Been Employed Here: \_\_\_\_\_ To \_\_\_\_\_ Hourly/Salary Pay: \_\_\_\_\_  
Name Of Supervisor: \_\_\_\_\_ Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_ Occupation: \_\_\_\_\_  
Place Of Employment: \_\_\_\_\_ Hours Per Week: \_\_\_\_\_ Gross Monthly Income: \_\_\_\_\_  
How Long Have You Been Employed Here: \_\_\_\_\_ To \_\_\_\_\_ Hourly/Salary Pay: \_\_\_\_\_  
Name Of Supervisor: \_\_\_\_\_ Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_ Occupation: \_\_\_\_\_  
Please note Additional Income Sources \_\_\_\_\_ Amount \$ \_\_\_\_\_

**VEHICAL INFORMATION:** (Does Your Vehicle Have An Alarm System: Yes \_\_\_\_\_ No \_\_\_\_\_)

Make _____	Year _____	Color _____	Model _____	License Plate # _____	State _____
Make _____	Year _____	Color _____	Model _____	License Plate # _____	State _____
Make _____	Year _____	Color _____	Model _____	License Plate # _____	State _____

**EMERGENCY CONTACT:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Phone No: \_\_\_\_\_ Address: \_\_\_\_\_

**DO YOU WISH TO RECEIVE A WRITTEN EXPLANATION OF DENIAL OF TENANCY?** \_\_\_\_\_ YES \_\_\_\_\_ NO

Receipt of non-refundable background check fee in the sum of \$ \_\_\_\_\_ is hereby acknowledged.

This applicant consents to a routine inquiry of references, credit agencies, and public records. This inquiry will provide applicable information concerning the applicant's character, credit worthiness and reliability. At applicant's request, landlord will advise if a credit report is requested and the name and address of the credit reporting agency. While it is landlord's policy to process applications within 3 days whenever possible, applicant agrees the landlord shall have up to twenty-one calendar days from the acceptance of the earnest money deposit to approve or deny the rental application, as allowed under ATCP 134.05 (2). Applicant acknowledges receipt of a copy of this application with reverse side disclosures as part thereof, which may be applicable. THIS APPLICATION IS SUBJECT TO THE APPROVAL OF THE LANDLORD OR AGENT. FALSE, INACCURATE OR INCOMPLETE INFORMATION MAY RESULT IN THE REJECTION OF THIS APPLICATION OR TERMINATION OF TENANCY AT ANY POINT. PLEASE MAKE SURE ALL INFORMATION IS COMPLETE, ACCURATE AND TRUTHFULL.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## LANDLORD DISCLOSURES & REQUIREMENTS

Items one through ten are required of a landlord/agent by the State of Wisconsin and all items are required by the City of Madison prior to entering into a rental agreement with a tenant and/or prior to accepting earnest money or a security deposit. Other governmental jurisdictions may have additional laws and regulations that apply.

### TENANT/APPLICANT ACKNOWLEDGES HAVING BEEN ADVISED:

1. A receipt for money collected has been given tenant (see reverse).
2. That copies of the proposed lease and rules and regulations of the landlord have been made available to tenant for inspection.
3. Of the name and address of the person authorized to receive rent, manage and maintain the premises who can readily be contacted and an owner or agent with an address within the state authorized to receive and receipt for notices and demands and at which service of process can be made in person (see reverse).
4. Tenant has seven days after the beginning of tenancy to inspect the dwelling and notify landlord of any damages or defects existing prior to the beginning of tenancy.
5. Of utility charges not included in the rent (see reverse).
6. Of the following uncorrected building and housing code violations, for which the landlord has received notice from code enforcement authorities and which affect the entire premises (in the City of Madison) or, only the dwelling unit and common areas (State of Wisconsin):  
None
7. That the premises contain the following conditions adversely affecting habitability: None .
8. Not less than seven (7) days after the start of the tenancy, tenant may request, in writing, that landlord provide tenants with a list of physical damages or defects, if any, charged to the previous tenant's security deposit.
9. Landlord promises to repair, clean, or improve the premises as follows by the completion dates noted: \_\_\_\_\_
10. Security deposits may be withheld only for tenant damage, waste or neglect of the premises or the nonpayment of rent, utility services or mobile home parking fees for which the landlord becomes liable and other reasons specifically and separately negotiated and agreed to by the tenant in writing in the document entitled: "Nonstandard Rental Provisions"

### THE FOLLOWING APPLY TO THE CITY OF MADISON ONLY

11. That a copy of notice of eligibility for rent abatement, if any, which affects the rental unit or common areas has been provided to the tenant.
12. That the occupancy limit imposed on the dwelling unit is: see attached.
13. That the zoning district in which the dwelling unit is located is PUDFIP.
14. That the definition of "family" pursuant to 28.03(2), Madison General Ordinances is as follows: "A family is an individual or two or more persons related by blood, marriage, or legal adoption living together as a single housekeeping unit in a dwelling unit, including foster children, and not more than four (4) roomers except that the term "family" shall not in R1, R2, R3, R4A and R4L residence districts include more than one roomer except where such a dwelling unit is owner occupied. In any residential district a family may consist of two adults and the minor children of each. Such a family may not include any roomers except when the dwelling is owner occupied. For the purpose of this section "children" means natural children, grandchildren, legally adopted children, stepchildren, foster children, or a ward as determined in a legal guardianship proceeding. Up to two (2) personal attendants who provide services for family members or roomers who, because of advanced age or a physical or mental disability, need assistance with activities or daily living shall be considered part of the "family". Such services may include personal care, housekeeping, meal preparation, laundry or companionship."
15. That the off-street parking requirements of the dwelling unit pursuant to 28.11 Madison Ordinances is at least one (1) except in the "central area" as per section 28.07(1)(g) of the Madison Ordinances.

Applicant Initials: \_\_\_\_\_

**THE NEW HIGH POINT WOODS APARTMENTS, LLC,  
HEATHER VALLEY, LLC, &  
HIGH POINT MEADOWS, LLC  
STATEMENT OF RENTAL POLICY**

**EQUAL-HOUSING  
OPPORTUNITY:**

High Point Woods Apartments, LLC is an equal opportunity provider. High Point Woods does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, and all other protected classes under state and local laws.

**AVAILABILITY:**

Fully completed applications for apartment homes will be accepted on a first-come, first served basis and subject to availability of apartment type requested.

**RENTAL  
APPLICATIONS:**

Rental applications are to be completed by each applicant. Any omissions or falsifications may result in rejection of an application or termination of a lease.

**SMOKE FREE  
PROPERTY:**

High Point Woods Apartment Homes is a Smoke Free Community. This includes but is not limited to apartment interiors, lobbies, community rooms, hallways, laundry rooms, stairwells, enclosed parking facilities, pool area, parking lots, patios and balconies.

**QUALIFICATIONS**

In order to approve an applicant for residency, the applicant consents to a routine inquiry of references, credit agencies, and public records. This inquiry will provide applicable information concerning the applicant's character, credit worthiness, and reliability.

**Credit Check:** An unsatisfactory credit report can disqualify an applicant from renting an apartment home at High Point Woods. An unsatisfactory credit report is one which reflects current bad debts, unpaid bills, liens, judgments, or bankruptcies. If an applicant is rejected for poor credit history, the applicant will be informed of the reason for the rejection and the name, address and telephone number of the credit reporting agency from whom the information was obtained. The applicant will not be told of the content of the credit report. An applicant rejected for unsatisfactory credit will receive a copy of their credit report.

**Criminal Convictions/Current Drug Use:** Management will deny residency at this property to anyone having a criminal history that bears a substantial relationship to tenancy, such offenses may include but are not limited to the following:

- a. Disorderly conduct involving disturbance of neighbors;
- b. Disorderly conduct involving destruction of property;
- c. At least two or more misdemeanor drug-related convictions related to the manufacture, delivery or sale of a controlled substance or any drug-related felonious criminal activity;

(Statement of Rental Policy, cont.)

- d. Criminal activity involving violence to persons such as murder, child abuse, sexual assault, battery, aggravated assault, assault with a deadly weapon;
- e. Criminal activity involving violence to or destruction of property, such as arson, vandalism, theft, burglary, criminal trespass to a dwelling;
- f. At least two or more civil ordinance violation (forfeiture) convictions within a twelve (12) month period for violations relating to disturbance or neighbors or injury to persons or property;

It is our aim to ensure that this apartment community is a drug-free zone. The use and sale of controlled substances will not be tolerated. The owners of this property have zero tolerance for all drug related offenses as per Sec. 823.113, Wis. Stats. In accordance with the Federal Fair Housing Act, if an applicant is currently receiving treatment for addiction to a controlled substance, the applicant will not be rejected based on this treatment for addiction to a controlled substance, however, he/she must be acceptable as a tenant in all other respects, including the above-mentioned criminal history criteria.

**Income/Employment:** As a part of the prospective resident screening process, landlord uses a minimum income standard. Applicants must have a gross income of three (3) times the rent for which they are applying. When applicants do not meet this requirement, they may obtain a co-signer. Acceptable forms of income provide proof of reliable, demonstrable evidence of actual ability to pay. In the event an applicant is self-employed or retired, written verification of two years' income must be provided. If an application is denied based solely on failure to meet the minimum income standards, applicant shall be informed by landlord as to the reason for denial in writing.

**Residence:** Positive rental history for the previous two-year period, from someone not related to the applicant must be provided. All residence histories must show a prompt payment history with sufficient notice-to-vacate given. We will deny an application if an eviction has ever been filed or if an adverse housing reference is given.

**SUBLETTING:**

Subletting is prohibited without the prior written consent of management.

**FEES:**

High Point Woods does require a background check fee for the verification of a criminal background check. To make a general apartment reservation or to reserve a specific apartment, a \$20.00 background check fee is required. The background check fee is non refundable

Fees may apply for re-writing leases due to changing roommates at any time during your lease term.

**SECURITY DEPOSIT:**

High Point Woods Apartments requires a \$300.00 security deposit. Security deposits are due at move in.

(Statement of Rental Policy, cont.)

<b>RENTAL PAYMENT:</b>	<p>The monthly rent is due on or before the first day of each month.</p> <p>There will be an automatically billed late charge penalty of \$50.00 for all rent paid after the fifth of the month. All returned checks will be assessed a \$30.00 NSF service charge plus applicable late charges and must be replaced with a cashier's check or money order.</p>
<b>OCCUPANCY POLICY:</b>	<p>One bedroom apartment home: two individuals maximum.</p> <p>Two bedroom apartment home: not to exceed two unrelated adults or up four individuals with family status.</p> <p>Three bedroom apartment home: not to exceed three adults or up to six individuals with family status.</p> <p>Occupancy standards are determined based on the factors enumerated in HUD's Keeting Memo of 1991. Occupancy of any apartment home is restricted to those persons named in the lease.</p>
<b>ROOMMATES:</b>	<p>Each roommate is fully responsible for the entire rental payment and each must execute the lease and all other addendums.</p>
<b>VEHICLES:</b>	<p>High Point Woods allows one vehicle per driving adult and no more than two vehicles (three for three bedrooms) per apartment home. No boats, trailers, commercial vans, campers or motorcycles are permitted to be parked on the property at any time without the written consent of management.</p>
<b>WATER FURNITURE:</b>	<p>Waterbeds and aquariums are permitted with advanced written consent from the landlord, and written verification that the resident has renter's insurance coverage including waterbeds or aquariums, as applicable.</p>
<b>PETS:</b>	<p>High Point Woods accepts cats in an apartment home.</p> <p>Pets are prohibited without the prior written consent and knowledge of Management. A Pet Addendum must be signed by the Landlord and Tenant.</p> <p>Maximum two cats per apartment.</p> <p>Cats must be neutered or spayed.</p>
<b>DISCLAIMER:</b>	<p>All square footage listed on printed materials is approximate. Changes may have occurred during construction resulting in slight discrepancies between floor plans and actual apartment sizes.</p>

APARTMENT LEASE  
WE SUBSCRIBE TO ALL FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS

Nothing in the lease documents should be construed to relieve the Lessor from liability for property damage or personal injury caused by negligent acts or omissions of the Lessor, or to impose liability on the Lessee for personal injury arising from causes clearly beyond the Lessee's control, or for property damage caused by natural disasters or by persons other than the Lessee or the Lessee's guests or invitees. In addition, nothing in the lease documents should be construed to authorize the 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 resided with the tenant, is the victim, as defined by s. 950.02(4), of that crime. Nothing in the lease documents should be construed to allow the landlord to evict or exclude a tenant from the premises other than by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

This lease shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. Any lawsuit, and venue for any cause of action arising from or relating to this lease of this tenancy, shall be brought only in Dane County, Wisconsin.

Electronic signatures and signatures conveyed by electronic means or facsimile are valid and binding.

**PARTIES**

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Tenant: \_\_\_\_\_

Landlord: The New High Point Woods L.L.C., High Point Meadows L.L.C. and Heather Valley L.L.C.

Agent for maintenance, management: High Point Woods LLC

1 High Point Oaks Ln.  
Madison, WI 53719  
(608) 833-6776

\_\_\_\_\_  
**VOID**  
\_\_\_\_\_  
and no others.

Agent for collection of rent:

High Point Woods LLC  
1 High Point Oaks Ln.  
Madison, WI 53719

Agent for service of process:

High Point Woods LLC  
1 High Point Oaks Ln.  
Madison, WI 53719

**PREMISES**

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The undersigned hereby agrees to rent apartment \_\_\_\_\_ located at: \_\_\_\_\_ Madison, WI 53719

**TERM**

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Lease term: \_\_\_\_\_

First day of lease term: \_\_\_\_\_ Last day of lease term: \_\_\_\_\_ @ NOON

This agreement is only for the stated term and is not automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

**RENT**

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Apartment Rent: \_\_\_\_\_ per month      Parking Fee: \_\_\_\_\_

Pro-rated dates: N/A

Pro-rated parking dates: N/A

Rent checks shall be made payable to High Point Woods and mailed or delivered to 1 High Point Oaks Lane, Madison, WI 53719 on or before the first day of each month during the term of this lease. Payments can also be made electronically. No cash payments will be accepted.

Special conditions: Lease addendum attached hereto and made a part hereof. Rent is due and payable the first day of each month. An additional late fee of 5% of the past due balance will be charged if rent payments are not received on or before the fifth day of the month. All late rent payments must be made in the form of guaranteed payment (cashier's check or money order). A \$30.00 fee will be assessed for returned payments, plus applicable late fees. If one returned payment is received, the future payments will have to be made in the form of guaranteed payment (cashier's check or money order).

Tenant Initials: \_\_\_\_\_

ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

#### SECURITY DEPOSIT

Upon execution of the Agreement, Tenant(s) agree(s) to pay a security deposit in the amount of \$300.00. The deposit, less any amounts legally withheld, shall be mailed or delivered to the tenant as provided in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address.

#### UTILITIES

Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Electric Heat	Sewer/Water	Gas	Hot Water	Trash Pick Up
Included in rent			X	N/A		X
Metered Separately	X	X		N/A		

Tenant agrees to keep electric utilities in Tenant's name for the duration of their lease term.

#### DEFAULT

Should the Tenant neglect or fail to perform or observe any of the terms of this Lease, Landlord will give Tenant written notice of such, requiring Tenant to remedy the breach or vacate the premises, on or before a date at least five (5) days after the giving of such notice. If Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased premise, without limiting the liability of Tenant for the rent due or to become due under Lease. If Tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises, and within one year of such previous breach, the Tenant commits a similar breach, this tenancy may be terminated if before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice. Any proceeding to terminate the tenancy as provided herein shall be judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

#### NOTICE

You may obtain information about the sex offender registry and persons registered with the registry by contacting the WISCONSIN'S DEPARTMENT OF CORRECTIONS at <http://offender.doc.state.wi.us/public//> or at 1-877-234-0085

#### DOMESTIC VIOLENCE SPECIAL CONDITIONS

##### NOTICE OF DOMESTIC ABUSE PROTECTIONS:

(1) As provided in section 106.50 (5m)(dm) of the Wisconsin statutes, a tenant has a defense to 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 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.

**VOID**  
Tenant Initials: \_\_\_\_\_

## TENANT RULES & OBLIGATIONS

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During the lease term, as a condition of the Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless the Landlord otherwise provides in writing, as follows:

1. To use the Premises for residential purposes only by Tenant(s) named in this lease agreement.
2. To not make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part. Nothing in this provision or this Lease should be construed to authorize the Landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the Tenants, or someone who lawfully resides with the Tenants, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.
3. To not use or keep in or about the Premises any animals unless specifically authorized by the Landlord in writing.
4. To not make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To not use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under an insurance policy.
6. To obey all lawful orders, rules and regulations of all governmental authorities, and if a condominium, any association with authority over the Premises.
7. To keep the premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear expected.
8. To maintain a reasonable amount of heat in cold weather to prevent damage to the Premises, and if damages result from Tenant's failure to maintain a reasonable amount of heat, the Tenant shall be liable for the damage.
9. Unless a Tenant has received specific written consent from the Landlord, to NOT do or permit any of the following:
  - a. Paint upon, attach, exhibit, or display on or about the Premises, any sign or placard.
  - b. Alter or redecorate the Premises.
  - c. Drive large nails, tacks, and screws or apply fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
  - d. Hang drapes that are not lined with a white backing. (White sheers may be used. Colored materials, tin foil, blankets, sheets, towels are not permitted.)
  - e. Attach or affix anything to wood or vinyl window trim.
  - f. Attach or affix anything to the exterior of the Premises without prior written consent of the Landlord.
10. To not permit any guests or invitees to reside in the Premises without prior written consent of the Landlord.
11. To be responsible for all breaches of the agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury, unless caused by negligent acts or omission of the Landlord.
12. To not assign this Agreement nor sublet the Premises or any part thereof without prior written consent from the Landlord. If landlord permits an assignment or a sublease, such permission shall in no way relieve the Tenant of Tenant's liability under this Agreement.
13. To vacate the Premises at the end of the lease term, and immediately deliver the keys, garage door openers and the Tenant's forwarding address to the Landlord.
14. High Point Woods Apartments is a smoke free community, this includes individual apartments and common areas of the building, including, but not limited to, lobbies, community rooms, hallways, laundry rooms, stairwells, enclosed parking facilities, parking lots, pool areas, and restrooms contiguous thereto. This includes all smoking devices. Tenants and/or Tenant's guests can only smoke on the city sidewalk along either Watts Rd. or High Point Rd.

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing the Agreement. Any failure by Tenant to comply with the rules is a breach of this agreement.

Tenant Initials: \_\_\_\_\_



#### LANDLORD'S RIGHT TO ENTER

Landlord may enter the Premises occupied by the Tenant, at reasonable times with 12 hours advanced notice to show the Premises to prospective tenants or purchaser, or comply with applicable laws and regulations. Landlord may enter the premises occupied by the tenant, at reasonable times with 24 hours advance notice to inspect the Premises or make repairs, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, or if the Tenant is absent and the Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

#### DISPOSAL OF PERSONAL PROPERTY AND ABANDONMENT

Unless otherwise agreed in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the tenant removes or is evicted from the Premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by the Landlord for 7 days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by the Landlord, and less any net received by the Landlord in renting the Premises.

#### CODE VIOLATIONS

The Premises and the building of which they are a part are not currently cited for uncorrected building or housing code violations unless a copy of such notices of uncorrected code violations are attached to this agreement. The Premises do not contain any of the following conditions adversely affecting habitability: no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health and safety.

#### NOTICE BY ELECTRONIC MEANS

Lessor and Lessee agree that Lessor may provide any of the following documents to Lessee by electronic means:

1. A copy of the rental agreement and any document related to the rental agreement.
2. A security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund.
3. A promise made before the initial rental agreement to clean, repair, or otherwise improve any portion of the premises.
4. Advance notice of entry under 704.05(2)

**VOID**  
Tenant Initials: \_\_\_\_\_

SEVERABILITY

The provisions of this Lease Agreement are severable. If any provision is rendered void or unenforceable, the invalidity or unenforceability of that provision does not affect other provisions of this Lease Agreement that can be given effect without the invalid or void provision, except as provided in Wis. Stat. § 704.44.

IN WITNESS WHEREOF, the parties have executed this Lease agreement on \_\_\_\_\_ (DATE)

LANDLORD: Heather Valley L.L.C., High Point Meadows L.L.C., and The New High Point Woods L.L.C.

\_\_\_\_\_ (SEAL)

Heather Valley L.L.C., High Point Meadows L.L.C., and The New High Point Woods L.L.C.

MANAGEMENT AGENT

\_\_\_\_\_ (SEAL)

TENANT: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

TENANT: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

TENANT: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

TENANT: \_\_\_\_\_

**VOID**

CO-SIGNER AGREEMENT

In consideration of Landlord's agreement to lease the premises, the undersigned guarantees the payment of all amounts due from Tenants: \_\_\_\_\_

under the above-described Lease and the Tenant(s)' performance of all covenants thereunder. This Guaranty is irrevocable and remains in the effect for the term of any extension, renewal or modification of the Lease.

CO-SIGNER: \_\_\_\_\_ (SEAL)      DATE: \_\_\_\_\_

CO-SIGNER: \_\_\_\_\_ (SEAL)      DATE: \_\_\_\_\_

CO-SIGNER: \_\_\_\_\_ (SEAL)      DATE: \_\_\_\_\_

# HIGH POINT WOODS L.L.C.

UNIT # \_\_\_\_\_

## Move In/ Move Out Inspection Checklist

Current Tenant Information: Address (Street) \_\_\_\_\_ (Apt #) \_\_\_\_\_

Tenant Name(s) \_\_\_\_\_

ITEM	Check-In Condition	Check-Out Condition	ITEM	Check-In Condition	Check-Out Condition	ITEM	Check-In Condition	Check-Out Condition
<b>Kitchen</b>			<b>Bathroom 1</b>			<b>Bedroom 1</b>		
Refrigerator			Sink			Floor		
Disposal			Vanity top			Walls/Ceiling		
Sink			Cabinet			Doors		
Cabinets			Drawers			Lights		
Drawers			Toilet			Ceiling Fan		
Countertop			Shower/Tub			Wind Screen		
Floor			Tile/Caulk			Blinds		
Wall/Ceiling			Floor			Other		
Lights			Lights			<b>Bedroom 2</b>		
Stove/Oven			Fan/Vent			Floor		
Dishwasher			Walls/Ceiling			Walls/Ceiling		
Hood or Fan			Towel Rack			Doors		
Microwave			Other			Lights		
Blinds			<b>Bathroom 2</b>			Ceiling Fan		
Other			Sink			Wind Screen		
<b>Intercom</b>			Vanity top			Blinds		
<b>Dining Room</b>			Cabinet			Other		
Floor			Drawers			<b>Bedroom 3</b>		
Lights			Toilet			Floor		
Ceiling Fan			Shower/Tub			Walls/Ceiling		
Wall/Ceiling			Tile/Caulk			Doors		
Other			Floor			Lights		
<b>Living Room</b>			Lights			Ceiling Fan		
Floor			Fan/Vent			Wind Screen		
Lights			Walls/Ceiling			Blinds		
Wall/Ceiling			Towel Rack			Other		
Blinds			Other			<b>Patio/Balcony</b>		
Fireplace			<b>Washer</b>			<b>Smoke Alarm</b>		
Patio Door			<b>Dryer</b>			<b>AC</b>		
Other			<b>Closets</b>			<b>Locks-Door</b>		
<b>Hallway</b>			<b>Storage</b>			<b>Locks-Window</b>		

## Move In:

Disclosures: The Landlord or its agents have made no express or implied promises to redecorate or improve the apartment – unless expressly written into the lease agreement. The below signed tenant(s) has inspected and knows the condition of the apartment and its equipment, and accepts the apartment in a decent, safe, and sanitary condition. This form is required to verify the pre-existing damage/condition of your apartment. Charge amounts made from Security Deposits are outlined in the Rules and Regulations Addendum.

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Move In Form Received by HIGH POINT WOODS L.L.C. (Name) \_\_\_\_\_ Date \_\_\_\_\_

## Move Out: Tenant's Forwarding address:

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Tenant Signature: Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Move Out Inspection Conducted by HIGH POINT WOODS L.L.C. (Name) \_\_\_\_\_ Date \_\_\_\_\_