



RESIDENTIAL RENTAL AGREEMENT

This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular) on the following terms and conditions:

TENANT: (____ adults and ____ children)

LANDLORD :

Watercrest Investments 414-276-9000
924 E. Juneau Ave.
Milwaukee, WI 53202

PREMISES: (Building Address) _____

Apartment/unit: _____

Other: _____

Included furnishings/appliances: *refrigerator, range, oven*

Other (list or attach addendum) _____

TERM: Strike either (a) or (b)

(a) Month to month beginning on _____

(b) For a term of ____ months

beginning on _____

and continuing to _____

Rent of \$ _____

for Premises and \$ _____ for other (specify _____)

Rent is due on the **First** day of each month and is payable at:

924 E Juneau Milwaukee, WI 53202 and **WWW..WATERCRESTINVESTMENTS.COM**

if rent is received after **5pm on the 5th** day of the month,

the Tenant shall pay late fee of **\$50.00**.

Charges incurred by the Landlord for Tenant's returned checks are payable by Tenant.

All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.

Acceptance of a delinquent payment does not constitute a waiver of that default of any other default under this Agreement.

UTILITIES: Check if paid by: Landlord Tenant

Electricity _____ X

Gas _____ X

Heat _____ X

Air conditioning _____ X

Sewer/water _____ X

Hot Water _____ X

Trash _____ X

Other _____

60 Day notice to vacate must be from a rent due date.

60 days written notice required to vacate prior to expiration of lease.

60 days written notice required to vacate for month to month tenants

No winter move out from November-February

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ _____ to be held by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect, or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent.

DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may inspect the unit and notify Landlord of any pre-existing damages or defects within seven (7) days after the start of their tenancy. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. If Landlord provides Tenant with an Inspection Checklist and Tenant fails to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

Special Provisions: _____

Pets and water beds are not permitted unless indicated otherwise in writing.

RENTAL DOCUMENTS: Landlord has provided Tenant a copy of this Agreement and any rules relating to the Premises as well as any nonstandard rental provisions prior to the signing of this Agreement, and before any earnest money or security deposit was accepted. Landlord shall give Tenant a copy of this Agreement, any rules relating to the Premises, and nonstandard rental provisions when this Agreement is signed by Tenant. Landlord shall give Tenant Inspection Checklist, keys, and _____ on or before commencement of this Agreement.

NOTE: SIGNING OF THIS RENTAL AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

CO-SIGNER / GUARANTOR

In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

Signature: _____

(print name)

(date)

(address)

Signature: _____

(print name)

(date)

(address)

Signature

LANDLORD/AGENT

Signature: _____

(print name)

(date)

TENANT

Signature: _____

(print name)

(date)

Signature: _____

(print name)

(date)

Signature: _____

(print name)

(date)

TENANT'S NOTICE TO VACATE: Rental Agreement for Term - Tenant must provide Landlord with written notice at least **sixty (60)** days from a rent due date, prior to the ending of the rental term. After the lease term, this rental agreement automatically goes month to month with a 60 day notice to vacate from a rent due date. An Agreement for term may only be terminated at the end of the term. Month to Month Tenancy - Tenant must provide Landlord with written notice at least sixty (60) days from a rent due date, prior to ending a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of each calendar month.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

PERSONAL PROPERTY: Any personal property left at the Premises after Tenant has vacated will be considered to have no value and will be disposed of accordingly, unless Tenant notifies Landlord in writing, and prior to vacating, that the property is not abandoned.

USE OF PREMISES AND GUESTS: Tenant shall use the Premises for residential purposes only. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants, (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

MAINTENANCE: Pursuant to sec. 704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules has been given to Tenant at the time of application and at the time of the signing of this Agreement. Mattresses and Furniture abandoned will be charged **\$50 per item from security deposit**.

BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach 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, and if Tenant fails to comply with such notice. Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant commits a similar breach, this lease 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 as provided in sec. 704.17, Wis. Stats. This provision shall apply to any term. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including sees. 704.07(4) and 704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

RESPONSIBILITY FOR UTILITIES: Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

REPAIRS: Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

EXTERMINATION COSTS: Tenant will be responsible for any and all costs of extermination or removal of any insects, pests, or rodents that are found on the Premises and which are a result of the tenant's acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste from the Premises, and/or Tenant's improper use of the Premises.

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 action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest. (b) A person who was the tenant's invited guest, but the tenant has done either of the following: 1. Sought an injunction barring the person from the premises. 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest. (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency. (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances

RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

CONTINUATION OF AGREEMENT: If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy unless other arrangements have been made in writing.

ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premises

MODIFICATIONS AND TERMINATION: This Agreement may be terminated or modified by written agreement of Landlord and Tenant.



RULES AND REGULATIONS

The following rules and regulations are a part of the lease dated _____ between the Resident and Landlord.

ADDRESS: _____

1. FOR THE COMFORT AND CONVENIENCE OF ALL RESIDENTS AND TO INSURE PROPER USE AND CARE OF THE PREMISES, RESIDENT SHALL NOT
 - a) Place signs, advertisements, or notices to be placed either inside or outside the building without receiving the Landlord's written consent. There are to be no rummage and/or furniture sales.
 - b) Make or allow any improper or disturbing noises or odors in the building at any time, or to sing or play any musical instruments, television, radio or stereo in a way or at times which might be objectionable to other residents.
 - c) Allow any article to be placed upon window ledges or dropped from window, cover or obstruct any window, skylight or door, or install awnings not approved by Landlord.
 - d) Throw or sweep dirt or beat or shake rugs upon or from porches or into the halls of the building or from any window, door, or other opening in the building.
 - e) Mark or deface any part of the building.
 - f) Varnish, paint, wallpaper, or decorate any walls, floor, or woodwork without the approval of the Landlord.
 - g) Allow children to loiter or play in the halls, stairways, basement, garages, or other parts of the building used by the public and other residents.
 - h) Allow garbage, newspapers, or refuse to remain in the apartment overnight, or to litter the halls or outside of the building. Garbage must be placed in tied plastic bags and deposited in the receptacle provided by the Landlord for that purpose.
 - i) Residents are not allowed to place newspapers, magazines or other recyclable items in receptacle if local ordinance does not permit.
 - j) There are to be no live Christmas trees or live wreaths in apartment.
 - k) open windows and storm windows in winter in such a fashion as to allow heat to escape continuously for over 15 minutes or in the summer to allow rain to enter.
 2. The streets, sidewalks, entrances, halls, stairways, porches, and fire escapes shall not be blocked or used by the Resident for any purpose other than going into or leaving the building. These areas shall not be used for storage of any material, including bicycles, wagons, toy boxes, etc. This also applies to garages and basement open areas.
 3. Residents must supply and replace all burned out light bulbs in the apartment itself, and under no condition shall light bulbs outside of the apartment be removed by the Resident. Resident shall only use proper sized wattage bulbs in fixtures.
 4. Resident shall not permit the premises to be used for any unlawful purpose or any purpose that will, in the sole judgment and discretion of Landlord, injure the reputation of the premises or the building of which the premises are a part.
 5. Resident shall not do anything in the building or keep anything in the building which will in any way increase the risk of fire, or which is against the fire laws or regulations of the Fire Department or any insurance policy on the building.
 6. Landlord shall not be responsible for any property of the Tenant or any items left with or delivered to the building Manager.
 7. Resident shall not interfere with any part of the heating, lighting, refrigeration or cooling machinery, or controls in the building, nor shall he interfere with the plumbing equipment in the building.
 8. For safety reasons, no outside radio or television ariel, satellite dish or air-conditioner shall be installed by the Resident or others without receiving the written consent of the Landlord. Landlord can remove such property and charge the cost to the Resident.
 9. Resident shall cooperate with the building Manager to keep the lawn clean and in good condition, including immediate areas around entrances.
 10. Landlord shall not be responsible to the Resident because other residents do not follow these rules and regulations.
 11. Landlord may request Resident to pay rent in the form of ACH (automatic withdrawal) or online.
 12. No water beds, of any form, are permitted inside the leased premises without written permission of Landlord..
 13. Immediately upon vacating the leased premises, Resident must physically return to the Landlord, all door keys, mail box keys, and garage door openers provided to Resident at the time he took occupancy of said premises.
 14. Resident must notify Resident Manager before Resident leaves his leased premises unoccupied for a period of seven (7) days or longer.
 15. Please report to the Landlord if something is not working properly.
- PAINTING:**
16. I acknowledge that I am responsible for Watercrest to restore any painting (approved or unapproved) back to its original color. Resident may not paint the premises without written permission of Landlord..
- SMOKE DETECTOR:**
17. Resident acknowledges that all smoke detectors in the unit are working properly. State law also requires the Resident to maintain all smoke detectors in the unit. Resident agrees to immediately provide any maintenance necessary to make the smoke detector functional or provide Landlord written notification of the required maintenance.
 18. Costs of extermination for infestations of pests within the residents apartment will be paid by resident.

SPECIAL PROVISIONS: _____

THE TERMS AND CONDITIONS ON REVERSE SIDE (or BELOW) ARE PART OF THIS FORM.

Resident's Signature Date

Resident's Signature Date

Resident's Signature Date

Resident's Signature Date

Landlord/Agent for Landlord Date

19. Residents are responsible for guests, relatives, or children at all times. Residents will be held liable for all damages caused by guests, relatives, or children. Further, if the guest(s), relative(s), or child(ren) of the resident(s) disturb other Tenants, breach the peace, damage property of the Owner or other Tenants, or otherwise violate the Lease or these Rules and Regulations, the acts by the guest(s), relative(s), or child(ren) of the Resident(s) will be grounds to evict the Resident, and any damages caused will be paid by the tenant.
20. If there is a pool on the premises, it is used at Resident's risk. The Resident is responsible for his guests.
21. The Landlord shall have the right to make other reasonable rules and regulations as may, in its judgment, be necessary for the safety, care and cleanliness of the building(s).
22. Resident cannot change locks. Landlord must have a key for each lock in apartment.
23. It is the responsibility of all new Residents to have the necessary utilities placed in their name on date of occupancy.
24. Residents are not allowed to instruct any contractors hired by Landlord to provide other services not authorized.

HEATING:

25. During severe or prolonged cold weather, in order to eliminate the possibility of frozen heating pipes, if your apartment has an individually controlled thermostat. DO NOT TURN THE THERMOSTAT BELOW 68 DEGREES EVEN WHEN YOU ARE NOT IN THE APARTMENT. DO NOT LEAVE THE WINDOWS OPEN. ANY DAMAGE CAUSED BY NOT ALLOWING ENOUGH HEAT INTO THE PREMISIES WILL BE THE RESPOSIBILITY OF THE TENANT TO PAY.

PLUMBING:

26. The Resident shall be responsible of the cost of all plumbing repairs resulting from improper use of plumbing facilities by the Resident. DO NOT dispose of cloth, metal, wool, plastic, or such articles in either the toilet or sinks. If the apartment is equipped with a garbage disposal, it will remove most food waste, except large bones and corn cobs. Be sure to have cold water running at all times garbage is going through the disposal, and leave water running 1 minute after turning disposal off. Please do not use the garbage disposal after 10:00 P.M.
27. Resident shall immediately report to Landlord any leaking pipes, faucets, or continual running of the toilet.
28. Resident shall not let water run except when in actual use.
29. Resident shall do laundry only in the rooms provided for that purpose. Residents will operate washers and dryers only between the hours of 7:00A.M. and 9:30 P.M. unless otherwise posted in the laundry room.
30. In properties where Residents are permitted to hook up their own washer and dryer, Resident can connect at no charge if hook-ups are available for Resident's apartment, otherwise there is a one-time \$75.00 installation fee to provide electric, gas, or water service, or at cost if more than the amount stated.

VEHICLES:

31. Resident shall use only the parking space which is assigned by the Landlord. No guests or visitors shall be allowed to park in the area provided for other residents. The Resident must register the license number of the automobile to be parked in the parking space assigned to the Resident with the Landlord, and only the registered vehicle is permitted to be parked in the assigned space.
32. Resident shall not park any commercial or recreational, or any other vehicle powered by gasoline, storage battery, or any other liquid fuel in or about the leased premises.
33. At no time is Resident allowed to change oil, maintain, or repair Resident's or other's vehicle on premises.
34. If there are indoor or outdoor parking areas, the Resident is responsible for keeping the area neat and clean. No vehicles without current license plates, with flat tires, or dead storage will be allowed on premises. Vehicles will be towed away at the Resident's expense if improperly parked.
35. Resident is not allowed to drive any vehicle on the grass/sidewalk area for loading or unloading purposes at any time.
36. Tenants are not permitted to wash or repair any vehicle in the parking area (whether an inside or outside area).

INSURANCE:

37. The Landlord shall not be responsible for any loss or damage to the property of the Resident stored in rented premises, garages, parking areas, lockers, store rooms, outlets or common areas, or any storage space. Resident uses this space at his own risk.
38. Landlord's insurance excludes coverage of Tenants personal property. It is the responsibility of the Resident to provide insurance coverage (Renters Insurance) for personal property kept in his/her apartment, storage area, common area, or any area on landlord's property.

PETS:

39. Resident shall not be permitted to keep dogs, or other unauthorized, pets in the apartment unless the property accepts under a seperate pet agreement.



NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed herein are part of your rental agreement and list the various charges and costs that the landlord may assess and withhold from your security deposit.

Name of Tenant: _____

Date: _____

Name of Tenant: _____

Address: _____

Name of Tenant: _____

Tenant agrees to each initialed provision

- 40. _____ LATE FEE: A late fee of \$ 50.00 will be assessed after the 5th day of the month as set forth in the Rental Agreement upon all late rental payments. Such fees may be deducted from tenant's security deposit.
- 41. _____ NSF Fee \$ 50.00 Credit Card Fee \$ 20.00
- 42. _____ GARBAGE/TRASH REMOVAL: If tenant leaves garbage or trash in the hallway, outside the door of unit, or in any other common areas of building or yard not designated for the deposit of garbage or trash/tenant will be assessed the actual costs incurred by landlord to have the garbage or trash removed. Such fees and actual costs may be deducted from tenant's security deposit. Furniture, mattresses and other large items may not be left by (or inside) the dumpsters and resident will be charged **\$50 for each item abandoned.**
- 43. _____ PARKING: If tenant has been allocated a parking space/s as designated in the Rental Agreement then tenant may park said vehicle/s in the designated space/s only. If tenant parks vehicle on the grass or on any other portion of the premises other than the designated space, as set forth in the Rental Agreement, tenant will be assessed a fee of \$ 20.00 for each day that the vehicle is parked in a non-designated space. Disabled vehicles and vehicles in the process of being repaired may not be kept on the premises and the above-mentioned fee will also be assessed against the tenant for each day that this rule is not followed. Tenant will also ensure that any and all visitors of tenant follow the above provisions or risk being assessed the above-mentioned fees. Such fees may be deducted from tenant's security deposit.
- 44. _____ FAILURE TO PERMIT ACCESS TO UNIT: If tenant for whatever reason fails to permit access to unit by landlord, where landlord has properly complied with all notice provision set forth in chapter 704 of Wisconsin Statutes and Wisconsin Administrative Code, chapter ATCP 134. Tenant will also be liable for any damages or costs incurred by landlord as a result of tenant's failure to allow landlord access to unit. Such fees may be deducted from tenant's security deposit.
- 45. _____ RETURN OF KEYS: If tenant fails to return all keys provided by landlord at the beginning of tenant's tenancy upon vacating then tenant will be assessed a fee of \$ 75.00 per lock. This includes all keys, such as mailbox, laundry and storage keys, not just the keys to the unit. Such fees may be deducted from tenant's security deposit.
- 46. _____ FAILURE TO CLEAN APPLIANCES: Tenant is responsible to clean all appliances owned by landlord that are within the unit prior to vacating. The appliances should be as clean upon vacating as they were when tenant moved into unit. If tenant fails to clean appliances in unit prior to vacating tenant will be assessed a fee of \$ 25.00 per appliance. Such fees may be deducted from tenant's security deposit.
- 47. _____ FAILURE TO CLEAN UNIT: Tenant is responsible for cleaning the unit prior to vacating. The unit should be as clean upon vacating as it was when tenant moved into unit. If tenant fails to clean unit prior to vacating then the tenant will be assessed a fee of \$25 per hour per person to clean the unit. Such fees may be withheld from tenant's security deposit. All furniture and/or mattresses must be removed from the premises upon vacating. No furniture or mattresses will be allowed to be disposed of by the dumpsters. There will be a \$ 50.00 fee for any furniture or mattress left in an apartment or dumpster that our management must dispose of.
- 48. _____ NOTICE OF CHANGE OF PERSONS AUTHORIZED TO COLLECT RENT, MANAGE PREMISES, AND ACCEPT SERVICE OF LEGAL PROCESS: In your Rental Agreement the landlord has identified the name and address of the person authorized to collect your rent, manage and maintain the premises and the person authorized to accept service of legal process and other notices or demands on behalf of the owner. Should those authorized persons change or have a change of address your landlord will provide you with written notice of any such change within ten (10) business days after the change occurs.
- 49. _____ FAILURE TO LEAVE FORWARDING ADDRESS: If tenant vacates the premises without providing the landlord with a forwarding address then the landlord is allowed to send any and all further notice or communication to the tenant by mail to the tenant's last known address.
- 50. _____ LANDLORD'S ACCESS TO UNIT: Landlord may enter your unit at reasonable times and upon proper advance notice to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers. Landlord may enter the unit for the amount of time reasonably required to complete the above. Advance notice means at least twelve (12) hours advance notice unless tenant, upon being notified of the proposed entry, consents to a shorter time period. The above does not apply to the landlord's entry of the unit if any of the following apply: (a) the tenant, knowing the proposed time of entry, requests or consents in advance to the entry; (b) a health or safety emergency exists; (c) the tenant is absent from the unit and the landlord reasonably believes that entry of the unit is necessary to protect the premises from damage. Landlord will announce his/her presence to persons who may be present in the unit; landlord will identify himself/herself upon request.
- 51. _____ TERM OF CONTRACT: The term commences at noon on the first day of the term and ends at **10am** on the last day of the term. 60 days written notice (from a rent due date) to vacate prior to expiration of lease. Month 1 to month- 60 day written notice to vacate.
- 52. _____ HOLDING OVER: If the Tenant remains in possession after the expiration of the Lease, the Tenant shall become a month-to-month tenant. A month-to-month tenant must give 60 days written notice from the first of a month, prior to the date of the termination, to terminate the tenancy.

Tenant acknowledges that the landlord or agent of the landlord has specifically identified these nonstandard provisions tenant prior to entering into a rental agreement and that so the tenant agrees to each and every nonstandard provision contained herein and has been individually initialed each point.

Date: _____

Tenant

Landlord / Agent for Landlord
Watercrest Investments

Tenant