

RENTAL AGREEMENT

This Agreement for the lease of the premises identified below is entered into by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions:

PARTIES

TENANT(S) _____

LANDLORD Oakland Property Services Inc
Address: 122 E. Olin Ave., Suite 195, Madison, WI 53713
Landlord's Agent for maintenance, management, service of process and collection of rent -
Name: Oakland Property Services Inc
Address: 122 E. Olin Ave., Suite 195, Madison, WI 53713

PREMISES

PREMISES Street Address _____
City/State/Zip Madison, WI 53703

TERM

Apartment/Unit/No _____ **RENTAL TERM** One year
First Day of Term August 15, 2017 Last Day of Term 10:00 AM August 14, 2018

This agreement is only for the stated term and is NOT automatically renewable. A lease for a fixed term expires without further notice. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

UTILITIES

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

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Air Conditioning	Hot Water	Trash/Recycling
Included in Rent							
Separately Metered							
Cost Allocation							

RENT

Rent amount \$ _____ per month due on or before the first day of each month.
Rent checks shall be made payable to the Landlord and mailed or delivered to the Landlord. Acceptance of a delinquent payment does not constitute a waiver of that default under this contract. 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 this agreement, tenant agrees to pay a security deposit in the amount of \$ _____ to be held by in the owner's account. The deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises, as described in Wis. Stat. 704.28(4).

CHECK-IN REPORT

Tenant acknowledges receipt of Landlord's check-in report which Tenant agrees to complete and return to Landlord within 7 days of the first day of the rental term.

SPECIAL CONDITIONS

SPECIAL CONDITIONS: The paragraph titled DAMAGE BY CASUALTY on page 2 of this agreement is inapplicable if the damage or condition is caused by negligence, waste or improper use by the Tenant. Resident policies revised February 2016 are part of this lease.

LANDLORD'S RIGHT TO ENTER

Landlord may enter the Premises occupied by the Tenant, at reasonable times with 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 upon consent of the Tenant, when a health or safety emergency exists, or if the Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage. **A request for maintenance is both authorization and receipt of proper notice to enter your apartment to make repairs without further notice.**

ABANDONMENT

If the 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 Landlord, and less any net rent received by Landlord in renting the premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. If Tenant's personal property is left on the Premises after Tenant is evicted, vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and Landlord will not store the property and shall deal with it as provided by Wis. Stat. 704.05(5) or any written lien agreement.

TENANT RULES & OBLIGATIONS USE

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

1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
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.
3. 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 a standard fire or extended insurance policy.
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.

PETS

5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the premises.

MAINTENANCE

7. To keep the Premises in clean and tenable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.

IMPROVEMENTS

9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
 - A. Paint upon, attach, exhibit or display in or about the Premises any sign or placard.
 - B. Alter or redecorate the Premises.
 - C. Drive nails, tacks and screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the Premises except that small nails may be used to fix items to walls.
 - D. Attach or affix anything to the exterior of the Premises or the building in which it is located.

GUESTS NEGLIGENCE

10. To NOT permit any guest or invitee to reside in the premises without prior written consent of Landlord.
11. To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be responsible for any resulting property damage or injury.

VACATION OF PREMISES

12. To NOT assign this Agreement not sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Agreement.
13. To vacate the Premises at the end of the term, and immediately deliver keys, garage door openers, parking permits, etc, and the Tenant's forwarding address to the Landlord.

RULES

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 the signing of this agreement. Any failure by Tenant to comply with the rules is a breach of this agreement.

DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to a degree that renders them untenantable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible. See special conditions on Page one of this agreement.

CODE VIOLATIONS

The Premises and the building of which they are part are NOT currently cited for uncorrected building or housing code violations that provide a significant threat to health or safety unless a copy of any such notices of uncorrected code violations are attached to this agreement.

CONDITIONS AFFECTING HABITABILITY

The Premises do **NOT** contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good working order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees F 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 or safety.

SMOKE DETECTOR NOTICE

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.

AGENCY NOTICE

Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord's interests and owe duties of loyalty and faithfulness to the Landlord. They also are, however, obligated to treat all parties fairly and in accordance with fair housing and other applicable laws and standards.

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	Check	Attachment	Check
Guarantee/Renewal/Assignment/Sublease		Nonstandard Rental Provisions	X
Residence Policies revised Feb 2016	X	Code Violations	
Lead-Based Paint Disclosure & Pamphlet	X	Other:	

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on _____
 LANDLORD _____ TENANTS _____

 TENANTS _____

Oakland Property Services Inc LEASE ADDENDUM

I acknowledge receipt of a check-in form and understand that it must be returned to the office within seven days of my move in date. This form will be kept on file and used as a comparison at move out.

I acknowledge receipt of the Residence Policies set forth by Oakland Property Services Inc dated Feb 2016

I acknowledge receipt of applicable recycling rules and instructions.

I acknowledge receipt of ___ common entrance ___ apartment ___ mailbox keys _____ garage door opener for my residence. All keys and openers will be returned at the expiration of this lease. In case of failure to return any of these keys or openers, I will be responsible for all costs associated with rekeying locks and replacing openers.

Residents of the address listed below are responsible in the following areas:

__ Yes __ No (1) SNOW REMOVAL: After a snowfall, the city sidewalks must be shoveled as well as the entries and exits to and from the building. Resident will be held liable for any citation or fines imposed for delinquent snow removal.

___ Yes ___ No (2) TRASH REMOVAL: Madison ordinance 10.18 (1)(6) states trash containers must be kept at rear of building except when they are at curb for pick up. Containers are not to be placed at curb more than 12 hours prior to pick up date and must be removed no later than 24 hours after pick up. Resident is responsible to know pick-up dates. Resident may obtain these dates from the City Streets Dept. If resident fails to take out trash or return trash cans, an Oakland Property Services Inc. employee will do so at the cost of the resident. Any citations issued for the above are also resident's responsibility. Any extra charges for disposal of the resident's appliances, electronics, etc. are also the resident's responsibility.

___ Yes ___ No (3) LAWN MAINTENANCE: Residents are responsible for keeping the grass cut, flower and other beds clear of weeds, and all lawn and parking areas free of litter and clutter. Any citations issued for failure to cut grass will be the responsibility of the resident.

Address:

Madison, WI 53703

Lease Term: August 15, 2017 to 10:00 AM August 14, 2018

Signature(s) _____

Date _____

Owner/Agent _____

Oakland Property Services Inc

NONSTANDARD RENTAL PROVISIONS

A. SECURITY DEPOSIT DEDUCTIONS

In addition to the standard security deposit deductions allowable under ATCP 134.06, the landlord may deduct the following items from the security deposit, if not paid by tenant(s) by the end of the tenancy:

Initials

- _____ 1. Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes, including, but not limited to, advertising costs, rental commissions, sublet fees and/or showing fees.
- _____ 2. Charges for rekeying, changing locks or replacing keys if all keys are not returned at the end of the tenancy; charges for replacement keys and/or rekeying during the term of the tenancy, as a result of the loss of keys by tenant(s) or other circumstances caused or created by tenant(s).
- _____ 3. Cost of replacing any garage door opener or other access card issued by the landlord and not returned by the tenant(s), and/or the cost of recoding any access mechanism.
- _____ 4. Bank fees for checks returned NSF or Account Closed, unpaid late fees, unpaid parking rent or storage locker fees .
- _____ 5. Repayment of promotional offers or rental incentives.
- _____ 6. Floor and carpet cleaning above normal wear and tear, especially if floor or carpet contains pet urine stains or odors, and or food and beverage stains.

B. ENTRY INTO LEASED PREMISES

_____ A landlord may enter a tenant's dwelling unit at reasonable times, without advance notice to tenant, to investigate or correct a situation or circumstance that adversely affects the premises or other tenants.

C. ACKNOWLEDGMENT

_____ Tenants acknowledge receipt of check-in/out form, the pamphlet "Protect Your Family From Lead In Your Home".

The undersigned have read and understand the Nonstandard Rental Provisions stated above. Tenant(s) acknowledge(s) that the initials next to each paragraph confirm that the landlord has identified each of the above provisions with Tenant(s).

Oakland Property Services Inc RESIDENCE POLICIES

Welcome to your home. Oakland Property Services Inc strives to maintain your new home in excellent condition and to provide prompt and efficient service at all times. In return, we ask that you observe the following policies.

OAKLAND PROPERTY SERVICES INC OFFICE 257-1000

Our office is located at 122 E. Olin Ave., Suite 195, Madison, WI 53713. Office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

EMERGENCY MAINTENANCE 257-1000 AFTER HOURS CALL 258-0132

In the event of a maintenance emergency such as no heat, no water, frozen pipes, etc. we have staff on call 24 hours a day to serve you. A service technician will be contacted by calling 257-1000 between the hours of 8 a.m. and 5 p.m. After 5 p.m. and before 8 a.m. please call our answering service at 258-0132.

NON-EMERGENCY MAINTENANCE 257-1000

You may request non-emergency maintenance by calling 257-1000. If the office is closed and you are leaving a message be sure to state the address, the nature of the problem and leave a phone number where we can reach you during working hours. **A request for maintenance will constitute permission to enter your apartment during the next three working days.**

DAMAGES

You are responsible for all damages, waste, or neglect requiring repairs beyond normal wear and tear. This includes, but is not limited to clogged drains and toilets, frozen pipes, fires, water damage, broken appliances, carpet damage.

LOCKOUTS

Residents who lock themselves out should call a locksmith. Residents may not change the locks without written permission. **Residents will be liable for any damages caused by break-ins or attempted break-ins, or vandalism that is not reported to the local police.**

SECURITY DEPOSIT

Must be paid in full before keys are given. Security deposits cannot be used by the resident as a rent payment. Security deposit refund will be made by one check to all parties to the lease. An alternate distribution arrangement may be requested if signed by all parties

RENT PAYMENTS

Rent is due and payable on the first day of each month. Payment should not be made in cash. Please use money orders, cashiers check or personal check. Any check returned N.S.F. or otherwise not clearing the bank after initial deposit will be assessed a \$35.00 fee. If a check comes back twice you will be required to pay rent with a money order. **IT IS VERY IMPORTANT TO PAY RENT ON TIME.** Paying rent after the first day of the month will result in a late payment penalty of \$25.00. Please remember the owner must meet his mortgage and other obligations and cannot do so until all rent receipts are collected.

MOVING INTO YOUR APARTMENT

We encourage all residents to obtain renters insurance. Neither the management nor the owner will be held responsible for personal injury or any loss or damage to any personal property kept within or on the leased premises, stored in basements, or in any other area, caused by broken appliances, water leaks or any other cause except Landlord's grossly negligent acts or omissions.

Resident in making use of any such space, does so at his/her own risk and is solely responsible for the safety of his/her possessions from any and all hazards.

No personal property may be stored in any area of the premises outside the apartment unless a specifically designated area is provided by the owner. Do not store items subject to damage from water or dampness in the basement. If personal property is left in any unauthorized area, manager may remove and discard such property without notice. Any flammable materials such as oil, gas, oil based paint, spray paints, etc. are not to be stored in any area. If found they will be removed without notice.

CHECK IN FORM

A check in form is provided to each new resident. You may inspect the dwelling unit and notify us of any pre-existing damages or defects by noting the conditions on the check-in form. The form must be completed, signed and returned within 7 days of move in as stated in your lease. Any items not listed on a check-in form returned within 7 days of move-in shall be presumed in good condition at the time of move-in.

You may also request, in writing, a list of all physical damages or defects charged to the previous tenants security deposit no later than the eighth day of the rental term. We will supply this information within 30 days of receiving the written request, or within 7 days after the previous tenant is notified of the charges, whichever is later. Please remember that damages charged to the prior tenant may have already been repaired.

It is the owner's responsibility to provide windows complete with storms and screens. Upon your move-in, it is your responsibility to note any deficiency or need of repair on the check in form. **Do not remove storm windows or screens from window frames at any time. All windows and screens must be in their proper place at checkout.** All costs for replacement of removed windows or screens and damages to windows and screens will be charged to you.

Tenants may not deduct from the rent nor expect to be reimbursed for any purchase or charge to the landlord any supplies, repairs or work done by the tenant or other parties without the landlord's prior written permission. Landlord shall not be responsible for any such costs incurred prior to obtaining such written permission.

All light fixtures will have working bulbs upon move in, these fixtures must have working bulbs at move out. Non-functioning light bulbs in common areas should be immediately reported to Oakland Property Services Inc.

Trash containers are provided by the owner for all apartments. Separate containers for recyclables are also provided. Upon your move-in, it is your responsibility to note any deficiency in these containers.

ROOMMATES

Any person of legal age who resides on the premises for a period longer than two days must be authorized by the landlord in writing and be a signed party to the lease. Only signed parties to the lease may obtain or hold keys to the premises, receive mail or have their names on the mail box. Residents cannot add new roommates to the lease without prior permission from the manager. No changes to the lease are allowed if there is a balance due on the account.

RECYCLING

Oakland Property Services Inc actively promotes recycling at its properties. Convenient facilities are provided. We encourage all residents to participate in our local recycling programs.

PETS

No pets are allowed in any apartment without manager's specific written permission. Each unauthorized pet on the premises for any amount of time shall cause the monthly rent to increase \$100 and acceptance of such payment shall not constitute permission to keep the pet on the premises. These pet rules will be strictly enforced.

APPEARANCE

Porches and balconies shall not be allowed to detract from the appearance of your building. The premises shall not be defaced with signs, advertisements, antennas, etc. The cost of removal of such items shall be incurred by the resident. Porches and balconies are not to be used for storage of any type of motor vehicle, furniture or trash.

Use only small nails for hanging items on the walls. Never use tape, adhesives or glue. **Never nail anything to the woodwork or doors.**

Any items which are the property of the landlord shall not be removed from the unit. This includes screens, storms, draperies, carpet, furniture, appliances, etc.

PARKING

Driving and/or parking on the lawn is not permitted. Where parking is assigned you must only park in your assigned space. Vehicles not moved every 48 hours are subject to towing by the police department at the vehicle owner's expense. Resident agrees to abide by the regulations regarding parking as stated in the "parking agreement" if applicable. Parking space may not be leased out by residents for any reason. Recreational vehicles, trailers, boats, snowmobiles, inoperable vehicles and vehicles without valid license plates may not be parked on the premises. Violating vehicles may be ticketed, towed or booted at the vehicle owner's expense and the landlord shall not be held responsible for any damages to such vehicles and/or their contents.

DISTURBANCES

Any noise or disturbance of any kind which could cause annoyance to other neighbors or residents in the building will not be permitted. You are at all times responsible for the actions and conduct of all guests brought onto the premises. You will be held liable for any property damage or noise disturbance caused by your guests. Please be considerate of your neighbors.

Roofs are not to be used as sundecks or for any other purpose other than that for which they are intended. No resident or guest will be allowed access to any portion of the roof. Landlord will not be held liable for any accidents resulting from gaining access to any roof areas.

The temperature setting on the water heater has been set to ensure that it does not exceed 125 degrees. Residents must not alter the temperature setting of the water heater.

COMMON AREAS

Residents and their guests are not permitted to loiter or play in the halls, stairways, basements or any other common area. Bicycles and play equipment may not be ridden, used or stored in halls, stairways, basements or any other common area. Any items left unattended in any common area shall be deemed abandoned and may be removed and disposed of without further notice or liability to the landlord.

SUBLET POLICIES

Any sublet must have written approval of the manager prior to occupancy by new resident. Resident understands and acknowledges that the manager's approval of a sublease shall not release the resident from his/her obligations set forth in the lease. The following items also apply to all sublets:

1. The cost and responsibility of finding a party to sublet belongs solely to the resident. Resident will be charged for advertising costs and an hourly charge to show and sublet apartment.
2. The new party under a sublet will not pay a security deposit to Oakland. The deposit will be accounted for to either the sublessor or sublessee, as designated in the sublet agreement, at the completion of the lease providing the unit is left in as good or better condition than stated on the check in sheet.
3. The new party under the sublet must submit a completed application for residence and receive approval from the manager before occupying the apartment.
4. The sublet agreement must be signed by all parties in presence of the landlord. Until this is done sublet is not valid.
5. There will be a \$100 fee due at the time the sublet agreement is signed. If the landlord elects to terminate the existing lease and start a new lease with the sublessee, the fee will still be charged.
6. Manager has the right to rent other apartments that are vacant or available for rent first.
7. Manager will assist with a sublet only after receiving a move out date and permission to show the apartment. This must be in writing.
8. Sublessor must have written approval of all other parties to the lease prior to signing a sublet agreement.

MOVING OUT We will notify you in advance of your lease end date of any changes, rental adjustments, etc. so that you will have plenty of time to make a decision. In the event you choose to move, the apartment must be vacated on or before 10:00 AM of the last day of the lease.

When vacating a unit it must be left in as good or better condition than it was at move in, or as subsequently improved by the landlord. All utility bills must be paid (proof may be required) and all apartment and building keys and any other property of the Landlord returned at check out. If all keys are not returned, there will be a rekeying charge. Charges for all cleaning and repairs will be charged to the vacating tenant at the rates charged to the property owner, plus cost of materials.

PROMISES TO REPAIR

Any promise to repair, clean or improve the Premises (including the promised date of completion) that was made by Landlord before execution of the lease is listed under special conditions or in a separate addendum. Any deadlines so set shall not apply to any delay due to causes beyond Landlord's control.

SECURITY DEPOSIT REFUND

Security deposit refund will be made by one check to all parties to the lease. An alternate distribution arrangement may be requested if signed by all parties.

COMPLIANCE WITH LAWS, GOVERNMENTAL ORDERS

Any fines for violation of the lease or law caused by the resident, or the resident's guests, shall be paid by the resident. If the resident does not pay such fines, or any other charges such as late fees, bookkeeping charges, sublet fees, etc., the landlord may deduct such charges from payments received from the resident or the resident's security deposit. Management reserves the right to split any such fines equally among building residents if the person responsible for such fines cannot be determined. Unpaid charges may be deducted from the security deposit, turned over to an attorney or collection agency and the resident shall be responsible for all costs of collection.

SEX OFFENDER REGISTRY NOTIFICATION You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections by phone at 877-234-0085 or on the Internet at <http://widocoffenders.org>.

NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As stated 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 invited guest.

(2) A tenant who is the 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.

COST OF COLLECTIONS All costs of collecting debts unpaid by tenants or consigners shall be borne by the debtor(s) including, but not limited to, court costs, collection agency fees and attorneys fees.

OTHER BREACHES OF LEASE Any misuse of emergency services, harassment, threats or attempts to intimidate or coerce Oakland employees, contractors or neighbors shall be material breaches of the lease.

SALE OF PROPERTY Upon voluntary or involuntary transfer of ownership of the premises, Landlord's obligations under this agreement are expressly released by the Tenant(s). The new owner of the premises shall be solely responsible for Landlord's obligations under this contract.

LEAD BASED PAINT You agree to follow the practices recommended in the pamphlet "Protect Your Family From Lead in Your Homes" and to immediately notify the Landlord in writing if you observe any conditions indicating the presence of a potential lead based paint hazard.

REFERENCES Unless notified in writing to the contrary, landlord has permission to release information concerning this tenancy to parties requesting references.

REPAYMENT OF RENTAL INCENTIVES UPON BREACH OF LEASE

Rental incentives must be repaid by the tenant if the tenant, or the tenant's approved sublessee, abandons the premises, moves out under the terms of a stipulation or is evicted during the initial lease term.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (*initial*)

WD (a) Presence of lead-based paint or lead-based paint hazards (*check one below*):

Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

Lessor has no knowledge of lead-based paint

WD (b) Records and reports available to the lessor (*check one below*):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*)

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (*initial*)

_____ © Lessee has received copies of all information listed above.

_____ © Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (*initial*)

WD (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Agent Date



CITY OF MADISON FIRE DEPARTMENT

325 West Johnson St, Madison, WI 53703-2295
Phone: 608-266-4420 ♦ Fax: 608-267-1100 ♦ E-mail: fire@cityofmadison.com

SMOKE ALARM REQUIREMENTS FOR OWNERS & TENANTS

Madison General Ordinance (MGO) 34.42 (3) Maintenance of Smoke Alarms establishes the following requirements for property owners and tenants relative to the maintenance of smoke alarms:

1) The owner of any residential building shall:

- a) Replace the battery for a secondary power supply in all smoke alarms each time the lease is renewed or once each year, whichever time period is shorter, or as recommended by the manufacturer.
- b) Replace the batteries in any smoke alarm whenever the battery is insufficient or unable to power the smoke alarm.
- c) Replace non-operational, damaged, or missing smoke alarms with smoke alarms meeting the requirements of MGO 32.42 (2)(a).
- d) Provide all tenants with the manufacturer's maintenance and testing instructions.
- e) Upon each new lease and at least once every 12 months for every continuing tenant, provide tenants with fire safety educational materials as prescribed by the Fire Chief. Materials are available at www.madisonfire.org.
- f) Upon each new lease and once every year for every continuing tenant, complete and sign this document as prescribed in MGO 32.06(4).

2) The tenant shall be responsible for:

- a) Maintaining and testing, in accordance with the manufacturer's instructions, smoke alarms that are within the dwelling unit during the term of the tenancy.
 - b) Notifying the owner in writing if a smoke alarm becomes inoperable. The owner shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s). Any smoke alarms which are powered with standard batteries which are found to be inoperable shall be replaced by the owner with smoke alarms meeting the requirements of MGO 32.42 (2)(a).
 - c) Completing and signing this document as prescribed in MGO 32.06(4).
- 3) No person, including tenants or occupants, shall tamper with, remove, damage or otherwise render any smoke alarm inoperable. (MGO 34.26).
- 4) Where smoke alarms powered solely by commercial light and power have been installed and maintained in accordance with this chapter, such smoke alarms shall continue to be used and maintained in accordance with the manufacturer's instructions.
- 5) No smoke alarm may remain in service for more than ten years unless the manufacturer specifies a different service life.

ANY PERSON WHO VIOLATES ANY PROVISION OF SEC. 34.26 SHALL BE SUBJECT TO A MAXIMUM FORFEITURE OF \$172 FOR THE FIRST VIOLATION.

NO DWELLING UNIT OR PREMISES MAY BE OCCUPIED, USED OR RENTED WHICH DOES NOT COMPLY WITH THIS ORDINANCE.

TENANT

By signing this I state that I have read this document and understand

- 1. That the required alarms are installed and operating in accordance with this section.
- 2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
- 3. My responsibilities for the maintenance and testing of smoke alarms as outlined in MGO 34.42.
- 4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

Tenant Name _____ Address _____
Signature _____ Date _____

OWNER

By signing this I state that I have read this document and understand:

1. That the required alarms are installed and operating in accordance with this section.
2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
3. My responsibilities for the installation of smoke alarms as outlined in MGO 34.42.
4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

Owner Name Oakland Property Services,
 Agent for Owner

Address 122 E. Olin Ave, Suite 195
 Madison, WI 53713

Signature _____

Date _____

Questions concerning placement and maintenance of smoke alarms should be directed to the Fire Prevention Unit of the Madison Fire Department at (608) 266-4484.

SMOKE ALARMS SAVE LIVES!

Rev. 5/12/09

The smoke alarms in your apartment are there for your protection.
NEVER tamper with them or remove them.
Report to your landlord immediately any doors, lighting, smoke detectors or
fire extinguishers that are missing or not working properly.

1. **In Case of Fire:** Call 911 immediately and get everyone out.

Cooking Fires:

1. Unattended cooking is the #1 cause of residential fires. Stay in the kitchen and keep your eye on your stove. Wear short or close-fitting sleeves and turn pan handles inward to prevent spills and burns.
2. Keep cooking surfaces clean to prevent food and grease build up.
3. If the alarm goes off from cooking, open a door or window. Do not attempt to disable the smoke alarm.
4. If the fire is still confined to a pan, slide a tight-fitting lid over the flames to smother a grease or oil fire. Then turn off the stove and leave the lid on until the pan cools. Do **NOT** attempt to move something that is on fire.
5. Some small fires may be smothered with baking soda. Never use water or flour in cooking fires.
6. For oven fires, shut the oven door and turn off the stove to smother.
7. If the fire is spreading beyond the container **OR** if you have **ANY** doubts about containing the fire, leave the building immediately and call 911.

Evacuation

1. Develop and practice a fire escape plan with roommates/family and know at least two ways out of each room.
2. Select a safe meeting place outside and away from your building. Make sure everyone knows where it is and that they should go there once they have evacuated the building.
3. At a party, nightclub or large-scale event, know two ways out in case of an emergency.
4. Doors to basements, laundry and furnace rooms are "fire doors" that must be closed at all times (never propped open). These doors are meant to inhibit the spread of smoke and fire. Keeping them closed during a fire saves lives and property.

Fire Extinguishers

1. If the fire is spreading AND you are familiar with the proper use of fire extinguishers, you may then attempt to extinguish the fire. Know both your limits and the fire extinguisher's limits.
2. Be familiar with use **BEFORE** fire starts. Remember **PASS**...Pull the pin, **Aim** low at base of fire, **Squeeze** lever to discharge, **Sweep** nozzle from side to side.
3. **ALWAYS** keep your back to an unobstructed exit that is free from fire.

Grilling

1. Local fire ordinances prohibit open-flame cooking devices from being used on combustible balconies (charcoal, wood, PL, etc.)
2. ANYTHING with an open flame must be at least 10 feet from the building. Grills that are powered by the small PL cylinders (2.5 lb. water capacity) are allowed to be stored on combustible balconies or within the 10 ft. limit, but cannot be used there.
3. Make sure the coals are completely cooled down with water before disposing of them (coals may stay hot for up to 48 hours after use).
4. Make sure all ashes are contained in a non-combustible container.

Candles % Smoking Materials

1. Make sure candles are in a sturdy container and kept at least 3 feet from anything flammable.
2. **ALWAYS BLOW OUT** candles before leaving apartment or going to sleep.
3. **Improperly discarded smoking materials are the leading cause of fatal fires - make sure smoking materials are fully extinguished by dousing them in water and disposing of them in a non-combustible container.**

Final Notes

1. An estimated 40% of fatal fires involve the use of alcohol by victims, their family members or friends.
2. Leave hallways clear of clutter (garbage bags, bicycles, etc.) In the event of a fire, the hallway may be your path to safety.
3. After move-in, tour hallways, basement and common areas to locate exits (doors & windows). Know where fire extinguishers are, and which doors should be kept closed.

For more information, visit: www.madisonfire.org

First Alert

Manufacturer's Maintenance and Testing Instructions

WEEKLY TESTING

Warning!

NEVER use an open flame of any kind to test this unit. You might accidentally damage or set fire to the unit or your home. The built-in test switch accurately tests the unit's operation as required by Underwriters Laboratories.

It is important to test this unit every week to make sure it is working properly. Using the test button is the recommended way to test the smoke alarm. Press and hold the test button on the cover of the unit until the alarm sounds (the unit may continue to alarm for a few seconds after you release the button). If it does not alarm, replace it immediately. During testing you will hear a loud, repeating horn pattern: 3 beeps, pause, 3 beeps, pause.

REGULAR MAINTENANCE

This unit has been designed to be as maintenance free as possible, but there are a few things you must do to keep it working properly.

WARNING

Use only the replacement batteries listed below. The unit may not operate properly with other batteries. Never use rechargeable batteries since they may not provide a constant charge

Test it once a week.

Clean the smoke alarm at least once a month: gently vacuum the outside of the smoke alarm using your household vacuum's soft brush attachment. A can of clean compressed air (sold at computer or office supply stores) may also be used. Follow manufacturer's instructions for use. Test the smoke alarm. Never use water, cleaners or solvents since they may damage the unit.

If the smoke alarm becomes contaminated by excessive dirt, dust and/or grime, and cannot be cleaned to avoid unwanted alarms, replace the unit immediately.

Relocate the unit if it sounds frequent unwanted alarms.

When the battery becomes weak, the smoke alarm will "chirp" about once a minute (the low battery warning). This low battery warning should last for 30 days, but you should replace the battery immediately to continue your protection.

USING THE SILENCE FEATURE

The Silence Feature can temporarily quiet an unwanted alarm for up to 10 minutes. To use this feature, press the "Test/Silence" button. The alarm remains functional. The LED will flash every 10 seconds (for up to 10 minutes) to remind you the alarm has been silenced. The Flashing LED will stop when the unit returns to normal operation.

WARNING

The Silence Feature does not disable the unit - it makes it temporarily less sensitive to smoke. For your safety, if the smoke around the unit is dense enough to suggest a potentially dangerous situation, it will stay in alarm, or may re-arm quickly. If you do not know the source of the smoke, do not assume it is an unwanted alarm.. Not responding to an alarm can result in property loss, injury or death.