

KOS Management

1270 Main Street • Green Bay, WI 54302
(920) 432-9230



1. Apartment Lease - Hobart

1.1 THIS LEASE

THIS LEASE ("Lease") is made between MOSKI CORPORATION (Landlord/Lessor) and <<Tenants (Financially Responsible)>> (Lessee(s)).

1.2 PROPERTY

Subject to the terms and conditions of this Lease, and in reliance of the information contained on Lessee(s) application for rent, Landlord leases to Lessee(s) apartment located at

<<Unit Address>>

1.3 TERM

The initial term of this lease shall be: <<Lease Term (Months)>>. The first day of lease term: <<Lease Start Date>>. The last day of the lease term: <<Lease End Date>>.

1.4 AGENT

KOS Management ("KOS") is the agent for Landlord under this Lease, and is authorized to act for, and on behalf of Landlord with respect to any and all maintenance, management, collection of rents, and service of process, and obligations of Landlord under this Lease.

1.5 RENT

Lessee(s) shall pay Landlord as rent, without any setoffs, deductions or counterclaims whatsoever, the sum of

<<Monthly Charges>>

, which includes unit rent plus pet rent, IF APPLICABLE, per month ("Rent"), due and payable in advance of or on the first regular business day of each month during the term of this Lease and any renewals or extensions thereof. Subject to the other terms and conditions hereof, Rent shall be paid online through portal, mailed, or delivered to **KOS at 1270 Main St., Green Bay, WI 54302 phone number (920) 432-9230.**

1.6 LATE PAYMENTS & RETURNED CHECKS

A late fee of \$25.00 shall be charged each time a rental payment is delinquent. Late payments are payable with rent. The NSF check charge is an additional \$35.00. In the event of a returned check or online payment, Landlord may, but is not required to, demand that all subsequent rental payments be made in the form of money order or cashiers check. Any rents lost in the mail will be treated as if unpaid until received by Landlord. Unpaid fees may be subtracted from Lessee's security deposit.

1.7 UTILITIES

Lessee(s) shall pay the following utilities: Electric; Water & Sewer and meter charge: Electric is payable to WPS. Water, sewer, and meter charges are payable to the Landlord. (Metered and billed by a 3rd party.). Heat and Internet included.

1.8 DEPOSITS

A Security Deposit of

<<One-time Charges>>

, which includes pet security deposit IF APPLICABLE, is to be paid on execution of this Lease. Lessee(s) has 7-10 days after moving in to notify Landlord in writing of damages or defects in the premises. No deduction from Lessee(s) security deposit shall be made for any damages or defects of which notification is given. **Upon written request**, Lessee(s) will be given a written description of physical damage charges to previous Lessee(s) security deposit, when the information is available. **Lessee(s) shall not apply any portion of the Security Deposit against unpaid rent.** In addition, it is agreed that Lessee(s) shall return all keys, garage opener(s), air conditioning remotes upon termination of residency, if not returned Lessee(s) will be billed for cost of replacement. The reasonable cost of repairing any damages caused by Lessee(s), normal wear and tear excepted, will be deducted from the security deposits.

1.9 RULES & REGULATIONS

Lessee(s) agrees to comply with all rules and regulations regarding the premises, or the building, of which the premises are a part. Landlord, in its reasonable judgment, may create these rules from time to time, provided that Lessee(s) shall have received written notice thereof. These rules and regulations include, but are not limited to the following:

1. Lessee(s) must give a ___ twenty-eight (28) day ✓ forty-five (45) day written notice to Landlord before vacating premises.
2. All charges regarding telephone installation are the Lessee(s) responsibility.
3. When heat or air conditioning is in use, windows and doors will be closed. Energy conservation is to be practiced.
4. This is a no smoking/ no vaping community. No Tenant shall smoke or vape, nor permit anyone to smoke or vape, in the Tenant's apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, garages, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities. Any smoking or vaping must be at least 25 (Twenty-Five) feet from these areas.
5. No boats, trailers, unused, inoperable, or unlicensed vehicles may be parked or stored for any length of time on the premises, inside the garage(s) or in any parking area of the premises. No repair of vehicles on the premises, inside the garage(s) or in any parking area of the premises. Any of the afore mentioned vehicles can be towed at vehicle owner(s) expense.
6. There should be no animals and/or visiting animals allowed on the Property except as noted on lease Animal Addendum.
7. Only small nails or pins are to be fastened to the walls. Anchorments may be used when needed. All fasteners are to be left in the walls upon move out.
8. Only ___ one (1) ✓ two (2) **vehicle(s)** is/are allowed per apartment. Where a garage is furnished with an apartment, each garage stall is one of the parking spaces allowed per apartment. Parking tags **must** be used and visible on all Lessee(s) vehicles. Unauthorized vehicles may be towed at vehicle owner's expense.
9. Liability Insurance is required for all residents. **Certificate of Insurance** must be available to landlord at Move-In. (see Required Insurance Addendum) It is highly recommended that all residents have renters/content insurance.
10. Hallways shall not be used as storage areas. Absolutely nothing is to be left standing in the common areas. Lessee(s) will be billed for removal and storage of Lessee's personal property.
11. Patios and balconies shall not be used for storage with the exception of patio furniture.
12. Grills may not be used closer than 15 feet from building. Per city ordinance, no electric, gas, or propane grills may be used on patios and balconies. Grills may be stored on ground floor patios only.
13. At least once per year, Management will enter your apartment, with at least a 12-hour advance notice, to do preventative maintenance. Minor maintenance requests may be handled at this time.
14. Lessee(s) will comply with Landlord's recycling program. (see "Apartment Rules").

1.10 THIS AGREEMENT IS NOT AUTOMATICALLY RENEWED

Landlord and Lessee(s) must agree if the Lease is to be renewed. A ___ twenty-eight (28) day ✓ forty-five (45) day **written notice** is required, prior to the end of the Lease term, if the Lessee(s) are to vacate at the end of the Lease Term. During any period of hold-over Lessee(s) shall be deemed to be occupying the Property as a Lessee(s) from month-to-month, subject to all the terms and conditions of this Lease. Month-to-Month Leases are at a higher rent rate.

1.11 LANDLORD'S RIGHT TO ENTER

Landlord may enter the premises at reasonable times and with a 12-hour advance notice, (with or without Lessee(s) permission) to inspect the premises, make repairs, show the premises to prospective Lessee(s) or purchasers, or to comply with any applicable law or regulation. Landlord may enter with less than 12 hours advance notice upon specific consent of Lessee(s). No advance notice is required in the event of a health or safety emergency or where entry is necessary to preserve and protect the residence from damage, in a Lessee(s) absence.

1.12 VACATION OF PREMISES

Lessee(s) agrees to vacate the premises at the end of the lease term or the extended lease term **having given a** twenty-eight (28) day forty-five (45) day **written notice** and promptly deliver the keys, garage door opener, and parking tags to the Landlord. Lessee(s) will be charged double rent for any holdover days as allowed pursuant to Wis Stat section 704.27.

1.13 ABANDONMENT BY LESSEE(S)

If Lessee(s) are absent from the premises for three consecutive weeks without notifying Landlord **in writing** of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned. Breach of Lease liability will apply if proper notice and/or expiration of Lease have not occurred.

1.14 DISPOSAL OF LESSEE(S) PROPERTY

If Lessee(s) shall leave any property on the premises after vacation or abandonment of the premises, Lessee(s) shall be deemed to have abandoned the property, and Landlord will not store property with the exception of medical goods and will dispose of the property as provided by law. If the personal property that the tenant leaves behind is prescription medication or prescription medical equipment, the landlord shall hold the property for 7 days from the date on which the landlord discovers the property. After that time, the landlord may dispose of the property in the manner that the landlord determines is appropriate, but shall promptly return the property to the tenant if the landlord receives a request for its return before the landlord disposes of it.

1.15 LESSEE(S) OBLIGATIONS

During the lease term, as a condition of Lessee(s) continuing right to use and occupy the premises, Lessee(s) agrees and promises:

1. To use the premises for residential purposes by Lessee and to comply with local ordinances regarding occupancy. No businesses may be conducted on the premises.
2. Not to make or permit use of the premises for any unlawful purpose that will injure the reputation of Landlord, the premises, or the building of which they are a part.
3. Not to use or keep in or about the premises anything, which would adversely affect insurance coverage of the premises or the building of which they are a part, under a standard fire and extended insurance policy.
4. Not to make excessive noise or engage in activities which unduly disturb neighbors or other Lessee(s) in the building in which the premises are located. If Landlord receives complaints, Landlord may, at its sole discretion, deem Lessee to be in breach of the Lease.
5. Not to keep in or about the premises any pet unless specifically authorized by Landlord as provided in this lease.
6. To obey all lawful orders, rules and regulations of all governmental authorities.
7. To keep premises in clean and habitable condition and in as good repair as at the beginning of the lease term, normal wear and tear accepted.
8. Upon move out, Lessee(s) agrees to leave the heat on with the thermostat set at 62 degrees Fahrenheit. Lessee(s) agrees to maintain a reasonable temperature in cold weather to avoid damage to the premises. If damage results from Lessee(s) failure to maintain a reasonable amount of heat, Lessee(s) shall be liable for damages. The refrigerator must be left plugged in and on to prevent odor and damage.
9. Unless Lessee(s) has specific written consent of Landlord, not to do or permit any of the following:
 - Paint upon, attach, and exhibit in or about the premises any sign or placard.
 - Alter or redecorate the premises.
 - Attach or affix anything to the exterior of the premises of the building in which unit is located. This includes, but is not limited to: satellite dishes, antennas and clotheslines.
10. **Lessee agrees not to permit any guest or invitee to reside in the premises exceeding 10 days without consent of the Lessor. Lessee is responsible for guest and any damage(s) caused by the guest.**

1.16 BREACH OF LEASE

If breach be made in the payment of rental or any other charges payable under this Lease by Lessee(s), or any Lease or Nonstandard Rental Provision, and such breach shall continue for five days after written notice shall have been given to the Lessee(s), or breach be made in any other terms or conditions under this Lease and such breach shall continue for 15 days after, then Lessee(s) shall be in default of this Lease, and Landlord shall have any and all rights and remedies provided by law for default of Lease. Such remedies may include termination of this Lease and the institution of an action to expel Lessee(s) from the Property without limiting the liability of Lessee(s) for the Rent due or to become due under this Lease. Lessee(s) is responsible for rent and costs incurred by Landlord under Chapter §704.19 and §704.21 of Wisconsin Statutes.

1.17 DAMAGE BY CASUALTY

If casualty renders the premises untenantable, then Landlord shall have the ability, for a period of ten (10) days, to determine whether or not it will repair the premises. In the event that Landlord chooses not to repair the premises, or the premises cannot be repaired within a reasonable time, then Lessee(s) shall have the ability to terminate this Lease.

1.18 LIABILITY OF MULTIPLE LESSEE(S)

All Lessee(s), if more than one, shall be jointly and severally liable for the full amount of any payments due under this Lease.

1.19 NON-ASSIGNMENT OF LEASE

Lessee(s) agrees not to assign this Lease or to sublet any part of the Property, nor to allow any other person to live there other than named as above, without first receiving written permission from Landlord.

1.20 MEGAN'S LAW

Megan's Law requires we advise new residents where they can call to inquire about sex offenders in their neighborhood. You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at www.parentsformeganslaw.org or by phone at 1-888-275-7365.

1.21 REMOVAL OF LANDLORD'S PROPERTY

If anyone removes any property belonging to Landlord without the express written consent of Landlord, Lessee(s) agrees that Landlord shall have the right to take legal action, including, but not limited to, criminal charges for theft and civil charges for destruction of personal rental property.

1.22 SIGNATURE(S)

IN WITNESS WHEREOF, the parties have executed this Lease on _____.

DATE

LESSOR

GUARANTEE

In consideration of Landlord's agreement to this Lease,
the undersigned guarantee(s) the payment of all
amounts due under the lease and performance of
the covenants by Lessee(s).

LESSEE DATE

LESSEE DATE

GUARANTOR DATE

GUARANTOR DATE

By initialing below, you acknowledge and agree to the terms in Section 1.

X_____
Initial Here

2. Sign and Accept

2.1 SIGN & ACCEPT

This is a legally binding document. By signing and/or typing your name, you are consenting to (i) accept this contract and (ii) accept all

addendums to the lease. You can access and download this contract at any time in your portal.

X

Lessee

Date Signed

X

Lessor

Date Signed