

## Residential Lease Agreement

**THIS LEASE (the "Lease") dated this 26th of March 2015**

### **BETWEEN:**

Langdon Varin BT, LLC

(the "Landlord")

### **- AND -**

Kimberly Beagley and Kyle Swetzig

(Collectively and individually the "Tenant")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

### Leased Property

1. The Landlord agrees to rent to the Tenant the apartment, municipally described as #104, 625 Shepherd Court, Brookfield, Wisconsin 53045 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private residence.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. <sup>Three cats</sup> Two cats are allowed in the apartment. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the "Parking") on or about the Property: Space 9 and 12 and <sup>10</sup>the storage space. Only properly insured motor vehicles may be parked in the Tenant's space.

Storage across from 10 &

6. The Property is provided to the Tenant without any furnishings.

**Term**

7. The term of the Lease commences at 12:00 noon on May 1, 2015 and ends at 12:00 noon on May 31, 2016.

**Rent**

8. Subject to the provisions of this Lease, the rent for the Property is \$1,475.00 per month (the "Rent"). The first months rent will commence on June 1, 2015.
9. The Tenant will pay the Rent on or before the Third (3<sup>rd</sup>) of each and every month of the term of this Lease to the Landlord, Langdon Varin BT, LLC to the attention of Matt Ewig at W240 N1221 Pewaukee Road, Suite B, Waukesha, WI 53188 or at such other place as the Landlord may later designate.
10. The Tenant will be charged an additional amount of \$50.00 per infraction, for any late Rent.

**Security Deposit**

11. Tenants security deposit is \$1,510 of which \$35 will be non-refundable to cover the cost of the background check. (the "Security Deposit").
12. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Chase Bank located at Calhoun & North Ave., Brookfield, WI.
13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. Unplugging toilets, sinks and drains;
  - d. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;

- e. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. The cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. Replacement of locks, lost keys and/or garage door openers to the Property will be assessed at \$75. After hours lockout will be assessed at \$100 per occurrence; and
- j. Any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

#### **Quiet Enjoyment**

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

#### **Tenant Improvements**

17. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting large nails or hooks in walls or ceilings;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

#### **Utilities and Other Charges**

18. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water & sewer, internet, cable, telephone and natural gas.

#### **Insurance**

19. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The ***Tenant is required to carry a renter's policy of insurance*** for its possession and damage to the unit that may be caused by fire, smoke, casualty or other circumstance.

#### **Abandonment**

20. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

#### **Attorney Fees**

21. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

### **Governing Law**

22. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

23. If there is a conflict between any provision of this Lease and the applicable legislation of State of Wisconsin (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
24. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### **Amendment of Lease**

25. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Assignment and Subletting**

26. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property without Landlords consent. A processing fee of \$150 will be charged for Landlord to process the subletting of the unit.

### **Additional Clauses**

27. Tenant to include one time application fee of \$35 with the security deposit.

### **Damage to Property**

28. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been

untenantable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

### **Care and Use of Property**

29. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
30. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
31. The Tenant will keep the Property reasonably clean.
32. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
33. The Tenant will not engage in any illegal trade or activity on or about the Property.
34. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
35. The Landlord will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
36. The Tenant will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
37. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
38. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
39. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other

material or place or leave rubbish in those areas and other areas used in common with any other tenant.

40. Footwear which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.
41. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

#### **Carbon Monoxide Alarm**

42. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
43. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.
44. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

#### **Hazardous Materials**

45. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

#### **Rules and Regulations**

46. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property.

#### **Lead Warning**

47. 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, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention. Brookfield Trails was built after 1978.

**Address for Notice**

48. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

- a. Name: Kim Beagley and Kyle Swetzig
- b. Phone: 262.364.9130 and 414.732.1062
- c. Email: [kcbeagley@gmail.com](mailto:kcbeagley@gmail.com) and [kswetzig@gmail.com](mailto:kswetzig@gmail.com)
- d. Post termination notice address: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

49. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: Langdon Varin BT, LLC, c/o Matt Ewig
- b. Address: W240 N1221 Pewaukee Road, Suite B, Waukesha, WI 53188.

The contact information for the Property Manager of the Landlord is:

- c. Name: Matt Ewig.
- d. Phone: 312-720-4827.
- e. Email address: [langdonpartners@gmail.com](mailto:langdonpartners@gmail.com).

**General Provisions**

50. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
51. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

52. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
53. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
54. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
55. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
56. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
57. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
58. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
59. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
60. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
61. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-

performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

62. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
63. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
64. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
65. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

**IN WITNESS WHEREOF** Kim Beagle & Kyle Swetzig and Langdon Varin BT, LLC have duly affixed their signatures on this 27<sup>th</sup> of March 2015.

Tenant: Kimberly O. Langdon

Date: 3/27/15

Tenant: Kim A. Kyle Swetzig

Date: 3/27/15

Landlord: [Signature]

Date: 6/1/15