

# Legends Living LLC

PO Box 194, Holmen, WI 54636 | 608.788.1633

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

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and us, the owner/agent:

Legends Living LLC, LLC

You've agreed to rent the property located at

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above.

The Owner must approve unauthorized occupants living in the premises for longer than 14 consecutive days.

### 1.2 LEASE DURATION

The term of this tenancy is \_\_\_\_\_ beginning on \_\_\_\_\_ and continuing to \_\_\_\_\_. (Note: A lease for a fixed term expires without further notice. If tenancy is to be continued beyond stated lease term, parties should make arrangements for this in advance of lease expiration.)

### 1.3 RENTS AND CHARGES

You shall pay the following per month for Premises Base Rent

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Pet Rent

**Total:**

The last month's rent amount of \_\_\_\_\_ shall be due at lease signing

Every month thereafter, you must pay your rent on or before the 1st day of each month with 5 days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: If payment is initiated online or postmarked by the 6th day of the month when due, a \$50 late fee will be applied to your security deposit.

Charges incurred by Landlord for Tenant's returned check or rejected electronic payment are payable by the Tenant. All Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Contract. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Contract.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

### 1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is

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and is due on or within 15 days after this Lease begins. We (Legends Living LLC) will hold the security deposit for the term of the tenancy and, upon

termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check

fees. The security deposit will be refunded less any damages within 21 days after the tenancy ends. Payment of the security deposit will go to a single recipient as noted at move out for their distribution to all tenants.

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1.5 UTILITIES

We'll pay for the following utilities:

- water
- sewer
-trash

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

1.6 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

1.7 KEYS AND LOCKS

You will be provided the following keys:

- Building entry - Mailbox
-Apartment door

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent. Duplicated keys returned at lease end shall constitute a "Loss of Keys", at which point the unit will be re-keyed at tenants expense.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned. One set of keys will be distributed per lease holder, no additional sets will be given.

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

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2. Policies and Procedures

2.1 TIME IS OF THE ESSENCE:

Time is of the essence as to all dates and deadlines set in this Contract or by law, unless otherwise provided in Special Provisions. PARTIES FAILING TO PREFORM BY A "TIME IS OF THE ESSENCE" DEADLINE WILL BE IN BREACH OF THIS CONTRACT IMMEDIATELY UPON PASSAGE OF THE DEADLINE.

## 2.2 SPECIAL PROVISIONS:

See Addendum A "Tenant Rules and Regulations Handbook- Nonstandard Rental Provisions"

## 2.3 RULES

Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges receipt of the rules prior to signing this Contract. Any failure by Tenant to comply substantially with the rules is a breach of the Contract. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the amendment is mailed or delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any time before it becomes effective terminate this Contract by giving Landlord not less than 28 days' written notice, effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

## 2.4 ASSIGNMENT

Tenant shall not assign this Contract or sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Contract and enter a new Contract instead of renewing it, assigning it or subleasing the premises.

## 2.5 INSPECTION; SECURITY DEPOSIT.

Tenant has 8 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any preexisting damage or defect. Landlord shall provide Tenant a written description of the physical damages or defects charged to the previous tenant's security deposit if Tenant, within the first 8 days of the tenancy, provides Landlord with a written request for such list. Tenant's security deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Contract, subject to the exceptions described in Wis. Admin. Code & ATCP 134.06 Upon surrender Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc. If any portion of the deposit is withheld. Landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. No deduction may be made for any damage charged against the previous tenant's security deposit. Tenant may not use the security deposit as payment of the last month's rent without the written permission of the Landlord.

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## 2.6 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

### **Casualty Loss**

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

### **Smoke Detectors**

The Unit is equipped with smoke detectors in accordance with state or local government regulations. You must immediately report smoke- detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

### **Safety and Crime Free**

You or any guest or resident, shall not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

## 2.7 PETS

Pets including (but not limited to) mammals, reptiles, birds, fish, and insects are allowed only if we have so authorized in writing. No barnyard or wild animal as per Municipal Code.

You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract.

If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), and evidence remains after the move out of the animals presence, you will be charged for for de-fleaing, deodorizing, carpet cleaning and tile extraction as needed.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Responsibilities

### 3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

### 3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### 3.3 ENTRY BY LANDLORD

Landlord may enter the Premises occupied by Tenant at reasonable times upon 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, or 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 in which they are located from damage. Tenant shall not add or change locks without obtaining Landlord's written permission AND immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks without obtaining Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access to the Premises is a breach of the Contract.

### 3.4 POSSESSION;ABANDONMENT

If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this Contract. Tenants shall remain liable for any deficiency. If Tenant is absent from the Premises for three 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. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and landlord shall deal with it as provided by Wis. State. &704.05(5) or any written lien agreement (Nonstandard Rental Provisions)

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 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 this Contract, is listed under Special Provisions or in a separate addendum to this Contract. Time being of the essence as to completion of repairs does not apply to any delay due to causes beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

### 4.2 USE; 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 purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located, or (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 the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks without written consent of the Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located, by Tenant or Tenant's guests and invitees.

### 4.3 CODE VIOLATIONS; ADVERSE CONDITIONS.

If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees Fahrenheit 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), these are listed under Special Provisions, or in a separate addendum to this Contract, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Contract is signed or any deposit is accepted.

### 4.4 MAINTENANCE.

All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under Tenant's control in a clean and as good as a general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light bulbs, fuses and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, 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 subsequently affects the exterior appearance of the Premises of the property of which it is a part. Whichever part is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of parties' responsibilities regarding the maintenance of smoke detectors.

### 4.5 CONTROLLING LAW.

Landlord and Tenant understand that their rights and obligations under the Contract are subject to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law. Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

### 4.6 SALE OF PROPERTY

Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly released by tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

4.7 AGENCY NOTICE.

Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord. By initialing

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below, you acknowledge and agree to the terms in Section 4.

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# Legends Living LLC

PO Box 194, Holmen, WI 54636 | (608) 788-1633

## 5. Addendum A: Nonstandard Rental Provisions

### 5.1 PURPOSE & INTRODUCTION

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Welcome to Legends Living LLC and thank you for choosing us. Provided to you are our rules and regulations for your lease term.

### 5.2 COMMUNITY APPEARANCE & CLEANING

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- Legends Living LLC provides regular cleaning of our common areas, community and fitness rooms and parking lots. We ask that you please respect our property and do your best to keep it looking nice.
- Sidewalks, entrances, balconies, stairways, corridors, and halls must not be obstructed.
- Personal lawn furniture may be used on the patios or balconies. No indoor furniture outside. No clothing, rugs, or other items shall be hung on or over patio fences or balcony railings.
- You're expected to keep your rental unit in clean and good repair during your occupancy. It is your responsibility, as a tenant, to have your unit presentable and clean at all times. **Note:** If we feel housekeeping duties are less than desirable you may be asked by management to remedy the situation.
- If flooring is not cleaned appropriately on a regular basis, it will not come clean through normal means. Any costs related to damage and/or excessive soiling beyond normal wear and tear will be taken out of the security deposit.

### 5.3 DAMAGES

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**Tenants will be charged \$50/Hr for labor, supplies and/or contractor invoice due to tenant damage, waste or neglect.**

We take pride in the quality and care of our apartment; we expect that you will treat it with respect and return it in a similar or better condition than when you moved in. If the unit is not returned as received, appropriate charges will apply.

### 5.4 WALLS & CEILINGS

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**NO MOUNTING TV'S OR COMPUTERS TO THE WALL! NO COMMAND STRIPS,** large nails, screws, lag bolts, or hanging devices of any kind should be pounded, pushed or screwed into any wall or ceiling on the property. Décor may be hung with small nails and push pins. Damage to the wall surfaces will be charged to your security deposit at lease end if excessive.

### 5.5 PAINTING

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Residents are NOT permitted to paint the walls or ceilings in their unit.

### 5.6 REPAIRS & MAINTENANCE

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General Repairs: As per your lease agreement, you're responsible for cleanliness, care & upkeep of your rental unit. Maintenance requests can be made by written notice through your Tenant Portal.

**We want to know about issues in your residence.** Please remember it's the responsibility of our residents to inform management of any issues. If a problem gets worse due to tenant's neglect to contact management, the resulting damage may be your responsibility and will be billed accordingly.

### 5.7 EMERGENCIES!

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For maintenance emergencies, get yourself to a safe place and please do not hesitate to call 911 if you feel it is relevant. Once you, your roommates and neighbors are safe, please also call management to report the problem.

What is considered an emergency?

1. Fire
2. Major Water Leak
3. Sewage Back Up
4. Electrical Short



- 5. Downed Power Line
- 6. Wind or Storm Damage
- 7. No Water or Hot Water
- 8. No Heat (in weather below 40 degrees)

## 5.8 ELECTRICAL & APPLIANCES

If your lights or appliances go out, check the circuit breaker and everything plugged into that circuit. If there is a problem, please contact maintenance. You may be charged for a service call if the problem is caused by overloading the circuits.

**It is your responsibility to change light bulbs in fans, bathroom fixtures and pendants.** If you are unable to change a bulb, please contact management for our assistance. Any fixture damaged by tenants will be billed accordingly.

**Stove:** If you use the Self Clean function, please be sure all racks and liners are removed before starting. **DO NOT use Easy Off at any time if the oven is in self cleaning mode.**

**DO NOT overload your Dishwasher!!!** If your dishes aren't getting clean this is the primary reason why.

**DO NOT overload your Clothes Washer!!!** Use of high quality "HE" detergents only. If a washer is damaged or requires service due to overloading (3/4 full is a full load) or tenant neglect, the tenant will be held responsible for the service costs.

## 5.9 BARBEQUE GRILLS & FIRE PITS

Residents are not permitted to store their grill or propane tank on any balcony. When stored on a patio, propane must be disconnected from grill. When in use, grills must be at least 10 feet away from any building to prevent fire hazards. The Fire Department conducts regularly scheduled inspections. At their discretion a citation for violation of the code may be issued. Tenants in violation, shall be responsible for said citation and any fines associated.

Fire Pits require permits and therefore are prohibited on any Legends Living LLC property.

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## 5.10 BIKE STORAGE

Legends Living LLC will not be held liable for vandalism or theft of your bicycle. We recommend purchasing a hi-quality (Kryptonite) bike lock. Damage to walls, storage units, apartments due to bicycles will be charged to the tenant.

## 5.11 CANDLE BURNING

We strongly recommend against candle burning as it can cause extensive damage. Any damages caused by smoke/wax will be charged to the tenant.

## 5.12 Robotic Vacuums

Robotic vacuums are not allowed in upstairs apartment units due to the noise they cause units below.

## 5.13 EXCESSIVE NOISE/DISTURBANCES

### **City Ordinance Quiet Hours are 24/7**

We ask every tenant to be respectful of your neighbors and keep noise levels to a minimum. If noise issues persist, please contact management during business hours and we will do our best to assist you.

If the noise issue is extreme outside of normal business hours, please contact the La Crosse Police Department and report it. By doing so, you will help management resolve noise problems.

Violators will receive one warning followed by a 5 day order to correct or vacate and eviction if necessary.

X\_\_\_\_\_ X\_\_\_\_\_

### 5.14 GUESTS & VISITORS

Tenants are responsible for their guests and visitors. They are not allowed to stay for longer than 14 days without consent of the landlord. At this time, they will need to fill out a rental application to be approved and added to the lease. Additional occupancy charges may apply.

### 5.15 LOCKOUTS & LOST KEYS

Lockouts: During normal business hours (9 AM - 5 PM) please contact our office. You may check out a temporary key to let yourself back in. After business hours and on weekends you must call American Lock & Key at 608-782-7777. Any and all charges as a result of the lockout are your responsibility.

Lost Keys: Tenants will be required to pay all fees associated for lock changes and re - keying expenses.

X\_\_\_\_\_ X\_\_\_\_\_

### 5.16 SECURITY

Security of the building is a joint effort between Legends Living LLC and tenants. Tenants are responsible for making sure entry doors are not propped open and close tightly behind you. Legends Living LLC is not responsible for theft of tenant property.

### 5.17 PET POLICY

**Pets are only allowed if they are specifically noted on your lease.** No pet is allowed on a visiting, babysitting or temporary basis.

Should you get a pet throughout your tenancy we will require a \$300 additional security deposit. A \$50/month pet rent charge will also be added to your rent. You must contact us immediately to add the animal to your lease and we must receive the deposit and first month of pet rent within 24 hours of the pet being in your unit.

If a dog is acquired after move-in, the tenant has 48 hours to register the dog with Legends Living LLC using the DNA Collection Kit and pay the associated fee of \$50/dog. Failure to do so will result in a \$200 fine.

If a pet is discovered in your apartment without authorization, you will be given a notice to correct and remove the animal within 5 days. The flooring in your unit will be professionally cleaned at your expense. Residents disregarding this policy will be in violation of the lease and subject to all penalties allowed.

X\_\_\_\_\_ X\_\_\_\_\_

### 5.18 PEST CONTROL

Pest control is a joint effort between Legends Living LLC and residents. Periodic pest control measures are taken at all Legends Living LLC properties however, pests/insects can still find their way into your home. Please be sure all patio and window screens are kept closed. Notify management if a pest problem arises.

Pests due to tenant neglect or cleanliness will be cost responsibility of the tenant. i.e. fleas, bed bugs, ants, flies, etc.

### 5.19 MOLD NOTIFICATION

Tenant is responsible for maintenance of the premises in a manner that prevents the existence of mold or mildew. It is important tenants notify maintenance of any leaks, moisture problems and/or mold growth. By initialing below you agree to uphold this responsibility in part by complying with the following list of responsibilities.

1. Keep the premises including all surfaces free of dirt and debris that can harbor or foster mold.
2. Keep bathroom fans on for at least 15 minutes after showering to aid in moisture removal. Report to maintenance any non-working fan.
3. **Please ensure either windows are open, fans are on and/or Air Conditioners are running for proper ventilation during the summer months.**
4. Immediately dry any visible moisture on the surface of windows and/or window frames as well as on any other surfaces including personal property.

5. Please immediately notify us of any problems with the air conditioning or heating systems.
6. All houseplants must be placed on a waterproof container that will prevent water seepage onto the surfaces below.
7. **All outdoor equipment and/or clothing must be properly washed and dried before stored in or on any part of the property.**

**Mold due to tenant neglect will be cost responsibility of the tenant.**

X\_\_\_\_\_ X\_\_\_\_\_

## 5.20 PLUMBING

Only human waste and toilet paper may be flushed down toilets. Anything else may cause major problems and damage. Tenants will be charged for all damages associated with anything else being flushed down a toilet or drain.

Water Leaks: Turn the water valve off and notify maintenance ASAP.

**Never turn off your heat in the winter.** Tenant's will be charged for all plumbing damage and any building or personal items damaged as a result of a failure to maintain a reasonable degree of heat (65 Degrees by State Statute).

## 5.21 PARKING: DO, DON'TS & PERMITS

- It is the residents' responsibility to notify their family and friends to park on the street at all times. Permits cannot be used for guests of residents, all cars without permits will be subject to towing.
- Each rental unit is issued a specific number of permits based on your building's parking rules and regulations.
- If your permit is lost, you must make arrangements to pick up a new permit (\$15.00).
- Parking is on a first come/first served basis. Do not block fire lanes, handicap spots, alleys or dumpsters.
- Any deviations from the above-mentioned items subject the vehicle to being ticketed and towed at the owner's expense. **Legends Living, LLC does not assume any liability for towed vehicles.**
- All vehicles on the property must be operational. You may NOT store boats, RV's, trailers, moving trucks, nonoperational vehicles, etc.

Legends Living LLC is not responsible for theft or damage to vehicles. If you believe your vehicle has been tampered with, you should call the police, file a report and call your insurance provider.

Motorbikes, motor scooters, motorcycles are not to be parked in building entrances, halls, apartments or on sidewalks. One permit will be issued to you therefore, you may have a choice of putting it on your vehicle or your motorbike... not both.

Backing into stalls along the building is prohibited. This is in an effort to preclude fumes from entering into a neighboring apartment.

## 5.22 SNOW REMOVAL

- ON OCCASION PARKING LOTS MUST BE CLEARED FOR THE SAFETY OF ALL TENANTS. ON SUCH OCCASIONS, YOU WILL BE NOTIFIED VIA TEXT MESSAGE TO MOVE YOUR CAR BY A CERTAIN TIME. ALL VEHICLES NOT REMOVED MAY BE SUBJECT TO TOWING AT THE OWNER'S EXPENSE. This is not optional as we need to be able to properly clear the entire lot, sidewalks, entry ways for the safety of all tenants. We thank you in advance for your cooperation. :)
- If you will be away from your residence over a weekend or extended period of time, please look at the weather and plan accordingly. If it looks like snow is coming, please make arrangements to have your vehicle moved in your absence.
- Please always pay attention to your surroundings anywhere on premises as there may be icy slippery spots.

X\_\_\_\_\_ X\_\_\_\_\_

## 5.23 PERSONAL STORAGE ROOMS

Storage of the following items is prohibited for interior storage units: LP gas cylinders for grills, dangerous or harmful chemicals, flammable or explosive items, firearms and ammunition, food, animals, or any item that would constitute a danger to public safety. Please keep your storage unit locked at all times. Legends Living LLC is not responsible for theft or damage to your property.

## 5.24 SMOKE DETECTORS & SPRINKLERS

Smoke detectors and sprinkler systems are installed in every apartment. These are maintained with full system inspections annually. Please test your smoke detector once a month. State fire code requires that smoke detectors be kept in working condition at all times. **Residents are strictly prohibited from tampering with or removing any batteries.** If your smoke detector is “chirping” please contact maintenance and we will replace the batteries for you.

## 5.25 SMOKING POLICY

Smoking is STRICTLY PROHIBITED (cigarettes, vaping, marijuana, etc.) in any Legends Living LLC unit, patio/deck or indoor space (this includes hallways and entryways). You may smoke outside **at least** 25 ft. from the building. You are responsible for properly disposing of your smoking material **immediately**. **No smoking material is permitted to be thrown on the ground, including the sidewalk, landscaping and parking areas.** You may be charged a cleanup fee at \$50/hour. Any damage or fire as a result of smoking products will be the responsibility of the tenant.

## 5.26 RESIDENT INSURANCE

We strongly recommend obtaining renters insurance. You may do so through your tenant portal or personal insurance company. **Legends Living LLC assumes no liability for the loss or damage of tenant property under any circumstances.**

## 5.27 UTILITIES

**Electricity:** Legends Living LLC will contact Xcel Energy and start the utility service in the tenant’s name as of the first day on the lease or tenant occupancy, whichever comes first. It is the tenant’s responsibility to contact any other utility company and put the utilities in their own name. **Tenants are responsible for all utilities for the entire lease term. EVEN IF YOU MOVE OUT BEFORE THE END OF YOUR LEASE.**

**Internet:** Legends Living LLC has partnered with CenturyLink. Ask for our referral code for special

offers. **Note: We do NOT allow any Satellite Dishes on our properties.** No exceptions.

## 5.28 RENT PAYMENTS & SECURITY DEPOSITS

Rent payments are due on the 1st of each month with a 5-day grace period. If the rent is initiated online or postmarked after the 5th it shall be considered late. If a payment is returned NSF or a payment is late, a \$50 fee shall be applied. In the event we receive an NSF payment in the form of a check, new payment must be made on the form of a Money Order or Cashier’s Check.

Pro-rated rent: Legends Living LLC does NOT pro-rate rent for the final month of the lease term.

**A security deposit cannot be used to pay the last month’s rent.** The security deposit less any damages, will be refunded within 21 days after the tenancy ends and everyone has vacated the rental unit. At move out, a **single recipient** of the security deposit refund will be designated on the move out letter.

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## 5.29 WINDOWS & WINDOW TREATMENTS

No plastic seals may be used on the windows.

Your unit has been supplied with blinds. It is the Tenant’s responsibility to use them cautiously. Broken blinds will result in a tenant charge.

**Curtain rods must be approved and hung by management.** Any other window coverings (i.e. blankets, sheets, flags, banners, etc.) will not be acceptable. Any required repair to windows or walls from the installation of curtain rods without approval will be charged to the tenants at move out.

**Damage due to tenant neglect or condensation will be charged to the tenant, including damages caused by excessive humidifier use.**

## 5.30 TRASH/RECYCLING

Rules and regulations regarding trash and recycling are posted in all entry doors, please follow all guidelines. No trash is permitted around dumpsters for any reason. Dumpster lids and trash bin lids must be kept closed. If dumpsters are looking full, please let us know so we can schedule an extra pick up. :)

Trash of any kind can not be left on balconies, patio's, or outside your door for any period of time. Legends Living LLC reserves the right to charge tenants for removal of your trash if found in one of these areas. Clean up charges are \$50/hr. Minimum 1 hour charge.

For a full list of prohibited items in trash and recycling please visit [www.harters.net/faq](http://www.harters.net/faq).

### 5.31 END OF LEASE – MOVE OUT CLEANING RESPONSIBILITIES

**The tenant is expected to return their rental unit in the same or better condition than it was at move in.** We strongly encourage using our cleaning tips and tricks throughout tenancy. Items that are not thoroughly cleaned to **our standards** will be billed to the tenant at \$50/hr. labor, plus materials, and/or contractors invoice due to excessive wear and tear on the unit.

Move out inspection is required with at least one resident of the unit present.

### 5.32 BREAKING A LEASE & SUBLEASING

Should the Tenant(s) elect to break this agreement and move out early, the Tenant is responsible for all utilities and rent payments until a suitable new tenant is found or the lease expires, whichever comes first.

Legends Living LLC does not allow subleasing and all prospective tenants must be approved through our application process. By signing below,

you acknowledge and agree to the terms in Section 5.

X

Lessee

X

Lessee

# Legends Living LLC

707 La Crosse St. • Ofc 102 • La Crosse, WI 54601 (608)  
782-0912

## 7. Sign and Accept

### 7.1 ACCEPTANCE OF LEASE

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Landlord shall provide Tenant with a copy of this Contract and any rules and regulations. Landlord shall give Tenant a check-in sheet on or before the Commencement of this tenancy. NOTE: Signing this Contract creates legally enforceable rights. Landlord and Tenant should consult legal counsel regarding questions as to their legal rights under this contract. This Contract includes the provisions.

X

Lessee

X

Lessee

X

Lessor