

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_



## LEASE AGREEMENT

Date: \_\_\_\_\_

Apartment Community: HUB Madison (the "Community")

Tenant/Resident Name: \_\_\_\_\_ (herein, "you" or "your")  
Permanent Address: \_\_\_\_\_

Landlord/Owner: Core Campus Madison LLC (the "Owner" or "us," "we" or "our" and any reference to us includes our Manager)  
Owner's Address: 437 N Frances St Madison, WI 53703

Property Manager and Agent for Maintenance, Service of Process and Collection of Rents: EDR Management Inc. ("Manager")  
Address: 437 N Frances St  
Madison, Wisconsin 53703  
Telephone: 608-509-4103

Lease Term: \_\_\_\_\_ ("Starting Date") to \_\_\_\_\_ ("Ending Date")

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.  
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

1. **LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a \_\_\_\_\_ bedroom apartment, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, all of the associated appliances and furnishing, and where applicable, laundry facilities and patio or balcony within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**." In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within 30 days of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.

Except for a studio single occupancy unit rental, you will share the Apartment with other residents as assigned by Owner. You agree to accept your Bedroom, the Apartment, and the resident assignments made by Owner. Owner will assign you to a specific Bedroom and Apartment by the Starting Date.

2. **LEASE TERM.** This Lease starts on the Starting Date, and ends at 12:00 p.m. on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except where obligated by law. You may not occupy your Bedroom until this Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term for reasons beyond the control of Owner, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 10 of this Lease.

3. **RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is \$ \_\_\_\_\_, which includes applicable federal, state, and local taxes (plus incidental additional charges as identified in this Lease). It is payable in \_\_\_\_\_, (\_\_\_\_) equal installments of \$ \_\_\_\_\_ payable as follows; the first installment due on, \_\_\_\_\_, with remaining installments due on or before the 1<sup>st</sup> day of each month beginning, \_\_\_\_\_.

The breakdowns of your regular installments are:

\$ \_\_\_\_\_ for "**Base Rent**";  
\$ \_\_\_\_\_ for \_\_\_\_\_  
\$ \_\_\_\_\_ for \_\_\_\_\_  
\$ \_\_\_\_\_ for \_\_\_\_\_

Total Rent: \$ \_\_\_\_\_

With the exception of the first installment, you will pay us the "**Rent Installment**," which is composed of the Base Rent and other incidental charges, on or before the 1<sup>st</sup> day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under this Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent

**If your Rent is not paid by 10 AM on the third (3<sup>rd</sup>) day of the month, your Rent is late and you will be charged a handling fee equal to 5.0% (five percent) of the Rent Installment in addition to your Rent Installment. Any amounts owed by you under this Lease shall bear interest at the rate of one and one-half percent (1.5%) per calendar month calculated from the date due until the date of payment. You shall not, however, be charged an additional fee or a penalty for non-payment of a late rent fee or penalty. Post-dated checks will not be accepted. If you choose to make an electronic payment, transaction fees of \$ \_\_\_\_\_ shall apply.**

**NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of \$ \_\_\_\_\_ for the use of the amenities and common spaces in the building (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear accepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

4. **APPLICATION OF PAYMENTS.** Payments under this Lease shall be applied to your account in the following manner: first to satisfy Rent that is currently due; second to unpaid late charges, **dishonored check service charges in the amount of \$30 per returned check**, and other fees owed by you; third to maintenance and repair costs chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to past due Rent. We may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

5. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked: X cable TV, N/A electricity, N/A gas, X water, X sewer, X garbage removal, N/A telephone. Electricity is not furnished by us and you will be required to establish a utility account and transfer the electric service into that account prior to taking occupancy. You understand that if disputes arise between you and your roommates regarding payment of the electric utility account, that we cannot mediate or become any part of those disputes. It is your responsibility and you agree to maintain all applicable utilities not included by us, including but not limited to electricity; at all times for the duration of this Lease. You will be in default of this Lease if the electricity is shut off or disconnected due to nonpayment. **A \$50.00 administrative surcharge per person will be assessed to each account for every utility services invoice received for your electricity usage by Core Campus Madison LLC and will be charged back to each occupant's account as additional rent for the Apartment until it is transferred into your name.** All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease.

6. **INTERNET.** We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR ADDITIONAL CHARGES DUE HEREUNDER OR A VIOLATION OF THIS PARAGRAPH 6.**

7. **RELOCATION.** It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days' advance written notice to relocate you to another, equivalent apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate this Lease. If you request to be relocated and we are able to accommodate your request, a fee of \$200 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.

8. **FURNISHINGS.** During the Lease Term, you have an undivided, non-exclusive right, together with the other resident(s) of the Apartment, to residential use of the Apartment's household furniture, kitchen appliances, televisions, routers, fixtures and/or furnishings provided by Owner (collectively, the "Furnishings"), and you assume full responsibility for the Furnishings and agree to return the Furnishings to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning the Furnishings to their original position prior to vacating your Bedroom and the Apartment. You will not remove the Furnishings from the Apartment for any purpose.

9. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent acts or omissions. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this Lease or otherwise. Any property you keep or store at the Community is at your own risk. Notwithstanding the foregoing, nothing in this provision shall be construed as imposing liability on you for: (i) personal injury arising from causes clearly beyond your control; and (ii) property damage caused by natural disasters, or by persons other than you or your guests or invitees. Clauses (i) and (ii) in the immediately preceding sentence are not intended to affect ordinary maintenance obligations assumed by you under this Lease. Except to the extent caused by our negligent acts or omissions, we are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior. To the fullest extent permitted by law, you agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent acts or omissions.

**WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

10. **DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, the Apartment should become untenantable during the Lease Term because of damage or destruction by fire or other casualty, you may move out and you will not be liable for Rent after the date of untenantability and Owner must repay any Rent paid in advance apportioned to the period after the Apartment becomes untenantable, unless Owner commences to promptly repair or rebuild within thirty (30) days, which decision to repair and/or rebuild shall be made by Owner in Owner's sole discretion. If you remain, Rent shall abate to the extent you are deprived of normal full use of your Bedroom and/or the Apartment, until the Apartment is restored. If the Apartment are damaged to a degree which does not render them untenantable, Owner shall repair the same as soon as reasonably possible.

11. **DEFAULT.** Default shall include, but is not limited to, the following:

- a. If you, a member of your household, or your guest or other invitee or member of your household, engages in criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Apartment by, other residents or persons residing in the immediate vicinity of the Apartment; engages in any criminal activity that threatens the health or safety of Owner or an agent or employee of Owner; or engages in any drug-related criminal activity (as defined by Wis. Stat. § 704.17(3m), as the same may be renumbered from time to time) on or near the Apartment;
- b. Failure to provide all of the required fees, deposits and documents, including a guaranty or security deposit, when due after execution of this Lease or if no due date is specified, within ten days after the lease is executed by us, or failure to provide proof of general liability insurance coverage within ten (10) days prior to your move-in date;

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

- c. Failure to pay Rent or any other amount owed as directed by this Lease;
- d. If you or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- e. If any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- f. If you or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. If you or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. If any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. We make a determination, based on evidence of repeated complaints by other residents and staff about you, that you are unable or refuse to adjust to the concept and requirements of living in a multi-resident environment;
- j. If you keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment; and
- k. Maintaining a nuisance or disorderly conduct within your Bedroom, the Apartment, and/or the Common Areas.

**12. REMEDIES.** If you are in default under this Lease and such default is not cured within five (5) days after Owner has given written notice of the default to you, or within five (5) days after Owner has given you a non-curable default notice in the case of 12(a), above, Owner shall have the right to declare your tenancy terminated and institute judicial action to expel you from the Apartment without limiting your liability for Rent or other charges due or to become due under this Lease, and such liability and obligation shall survive any such termination. If you have been given a five (5)-day notice and have remedied the default and you commit another default within the next twelve (12) months, Owner may terminate this Lease by giving you notice to vacate on or before a date at least fourteen (14) days after the giving of notice. In the event of any such termination under this section, Owner shall retain the security deposit and you shall be liable to Owner for the payments of Rent due under this Lease until the Apartment is leased to a substitute resident. In addition to other remedies allowed by law, Owner may:

- a. Collect any charge imposed by this Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Institute eviction proceedings in accordance with applicable law; or
- e. Do any combination of a, b, c, or d, to the extent permitted by applicable law.

**The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless required by applicable law or we specifically agree to it in writing.**

**13. RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease and, upon written notice given to you, all such Rules and Regulations as may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

**14. CONDITION OF PREMISES.**

a. **Acceptance of Apartment.** An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within seven (7) days after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.** NOTWITHSTANDING THE FOREGOING, LANDLORD HAS NO ACTUAL KNOWLEDGE OF ANY BUILDING CODE OR HOUSING CODE VIOLATIONS THAT AFFECTS THE APARTMENT OR A COMMON AREA ASSOCIATED WITH THE APARTMENT, PRESENTS A SIGNIFICANT THREAT TO YOUR HEALTH OR SAFETY, AND HAS NOT BEEN CORRECTED, UNLESS DISCLOSED IN AN ATTACHMENT TO THIS LEASE. THE APARTMENT DOES NOT CONTAIN ANY OF THE FOLLOWING CONDITIONS ADVERSELY AFFECTING HABITABILITY UNLESS LISTED IN AN ATTACHMENT: 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 IN LIVING AREAS), NO ELECTRICITY, ELECTRICAL WIRING OR COMPONENTS NOT IN SAFE OPERATING CONDITION, OR STRUCTURAL OR OTHER CONDITIONS THAT CONSTITUTE A SUBSTANTIAL HAZARD TO YOUR HEALTH OR SAFETY, OR CREATE AN UNREASONABLE RISK OF PERSONAL INJURY AS A RESULT OF ANY REASONABLY FORESEEABLE USE OF THE APARTMENT, OTHER THAN YOUR NEGLIGENT USE OR ABUSE OF THE APARTMENT.

b. **Duty to Maintain.** You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately in writing of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. You will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation, if such infestation is due to your actions or inactions.

c. **Responsibility for Damages.** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by damages caused by you or your guest(s)/invitee(s). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease to the extent permitted by law. Notwithstanding the foregoing, nothing in this provision shall be construed as imposing liability on you for: (i) personal injury arising from causes clearly beyond your control; and (ii) property damage caused by natural disasters, or by persons other than you or your guests or invitees. Clauses (i) and (ii) in the immediately preceding sentence are not intended to affect ordinary maintenance obligations assumed by you under this Lease.

INITIALS  
RESIDENT \_\_\_\_\_

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**15. TERMINATION.** Except as specified below, if you terminate this Lease prior to the expiration of the Lease Term, you will be fully liable to Owner for the payment of all Rent until your Bedroom has been re-rented to another resident. Upon any termination of this Lease by you prior to expiration of the Lease Term, Owner will take reasonable steps to re-rent your Bedroom after all other equivalent premises in the Community have been rented and assigned, and you will be responsible for any expenses incurred by Owner in attempting to re-rent your Bedroom. Owner may retain your security deposit as partial payment for the unpaid Rent. If you have prepaid Rent in full as of the date of termination and Owner re-rents your Apartment, Owner will refund you a pro-rated portion of the Rent, covering the period of the Lease Term that your Apartment was re-rented by Owner, less an amount to compensate Owner for any expenses incurred by Owner in re-renting your Apartment. If Owner is unable to re-rent your Apartment after all other equivalent premises in the Community have been rented and assigned, you will be liable to Owner for all Rent due until the original expiration date of this Lease. You have the right to be present at the move-out inspection unless otherwise provided by law.

**16. YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition, normal wear and tear excepted. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three (3) days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and shall not be stored by Owner, except to the extent Owner is required by applicable law to store medical items, and Owner shall have the right to dispose of the property as provided by law. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 14 above.

**17. CONSENT TO JURISDICTION.** This Lease has been entered into in Dane County, Wisconsin. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Dane County, Wisconsin.

**18. GOVERNING LAW.** This Lease is governed by and construed according to the laws of the **State of Wisconsin**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

**19. SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**20. PROHIBITED LEASE PROVISIONS.** Anything to the contrary in this Lease notwithstanding, no provision in this Lease shall: (a) require payment, by you, of attorneys' fees or costs incurred by Owner in any legal action or dispute arising under this Lease, unless recovered by Owner pursuant to court order under Chapter 799 or 814 of the Wisconsin Statutes; (b) relieve, or purport to relieve, Owner from liability for property damage or personal injury caused by negligent acts or omissions of Owner; (c) impose or purport to impose liability on you for personal injury arising from causes clearly beyond your control or property damage caused by natural disasters, or by persons other than you or your guests or invitees; or (d) waive any statutory or other legal obligations on the part of Owner to deliver the Apartment in a fit or habitable condition, or maintain the Apartment during tenancy.

**21. LEAD-BASED PAINT DISCLOSURE.** You hereby acknowledge that Owner has informed you if the Community was constructed prior to 1978. Owner has conformed with all legal requirements regarding lead-based paint ("**LBP**") disclosures, including the completion and mutual signing with Resident of the LBP Form attached hereto and incorporated into this Lease as a part hereof, if applicable. If the Community was constructed prior to 1978, you hereby acknowledge that you have received, read, and understand Owner's LBP disclosures and the Protect Your Family From Lead In Your Home Pamphlet (the "**Pamphlet**"). You agree to follow the practices recommended in the Pamphlet in order to protect yourself and other guests and residents from injuries caused by exposure to lead, if applicable. You shall immediately notify Owner in writing if you, your guests, or other resident(s) observe any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet, if applicable.

**22. SMOKE DETECTORS.** Wisconsin law requires that Owner maintain any smoke detectors located in any Common Areas. Wisconsin law further requires that **YOU MUST EITHER MAINTAIN ANY SMOKE DETECTOR IN THE APARTMENT OR GIVE OWNER WRITTEN NOTICE WHENEVER A SMOKE DETECTOR IN THE APARTMENT IS NOT FUNCTIONAL.** Owner shall provide, within five (5) days of receipt of any such notice, any maintenance required to make any smoke detector functional. **MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.**

**23. CARBON MONOXIDE DETECTORS.** Wisconsin law requires that landlords of residential buildings maintain the required carbon monoxide detector located in such buildings. Pursuant to Wisconsin law, you may give Owner written notice that a carbon monoxide detector in the Apartment is not functional or has been removed by a person other than the occupant. Upon receipt of such a notice from you, Owner shall repair or replace the nonfunctional or missing carbon monoxide detector within five (5) days after receipt of the notice. In accordance with Wisconsin law, you hereby acknowledge and agrees that **NO PERSON MAY TAMPER WITH, REMOVE, DESTROY, DISCONNECT, OR REMOVE BATTERIES FROM AN INSTALLED CARBON MONOXIDE DETECTOR, EXCEPT IN THE COURSE OF INSPECTION, MAINTENANCE, OR REPLACEMENT OF THE DETECTOR.**

**24. NOTICE OF DOMESTIC ABUSE PROTECTIONS. Notice of Domestic Abuse Protections.**

- (A) As provided in Section 106.50(5m) (dm) of the Wisconsin Statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest. (b) A person who was the tenant's invited guest, but the tenant has done either of the following: (1) Sought an injunction barring the person from the premises or (2) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- (B) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in Section 704.16 of the Wisconsin Statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- (C) A tenant is advised that this notice is only a summary of tenant's rights and the specific language of the statutes governs in all instances.

**25. ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease or a signed Addendum. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

**26. GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.

**27. HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

**28. ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. A \$200 assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.

**29. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

**30. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.

**31. SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from our liabilities under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

**32. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

**33. HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent of twice the Rent (apportioned on a daily basis), along with all other amounts that you may owe under this Lease or applicable law. No such holding over shall constitute any form of tenancy and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.

**34. NOTICES; ELECTRONIC NOTICE.** All notices and demands by you to us should be delivered in writing to the location specified for service of process, above, and will only be considered delivered upon actual receipt by us. In addition to U.S. Mail, overnight delivery service or personal service, we may provide a copy of any notice to you via electronic delivery. By providing current and accurate contact information you acknowledge and agree to this provision and will accept a copy of any notice via email and text messaging ("standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. All notices and demands that Owner or you may be required, or may desire, to give to the other shall be given by any of the methods described in Section 704.21 of the Wisconsin Statutes, or as otherwise permitted by law. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

**35. PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents, except to the extent caused by Owner's negligent acts or omissions. You are advised to obtain appropriate vehicular insurance coverage. We may provide access to a shuttle service for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our negligent acts or omissions.

**36. PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy, except to the extent arising out of Owner's negligent acts or omissions.

**37. INSURANCE.** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE IF YOU FAIL TO OBTAIN, AND PROVIDE PROOF OF, GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property.

**38. SMOKE-FREE PROPERTY.** Resident acknowledges that, to the extent allowed by applicable law, the Community in which the Unit is located has been designed as a "smoke-free community". Accordingly, Resident represents that neither Resident nor Resident's guests, invitees or contractors shall smoke (including inhaling, exhaling, burning or carrying any lighted cigar, cigarette, tobacco product, plant or other combustible substance intended to be inhaled or exhaled) in the apartments within the Community. Resident acknowledges that this prohibition against smoking does not include outdoor areas on the property, except as otherwise provided in this Agreement, its' addendums, rules or regulations or any applicable law. Resident acknowledges that Resident is responsible for the conduct of Resident as well as Resident's guests, invitees and contractors with respect to compliance with this Addendum. In Owner's sole discretion, at any time during the Lease term, upon 30 days' prior written notice, Owner shall have the right to remove the "smoke-free" designation in the Community and allow smoking in the Community or any building in the Community, including the building in which the Unit is located. 1. Smoke-Free Designation of the Property Resident acknowledges that the designation of the Community as a "smoke-free community" is not a representation, guarantee or warranty by Owner, and Owner hereby disclaims all representations or warranties, that smoking will not occur in or around the Community or that the Community will be a smoke-free environment or have improved air quality. Resident further acknowledges that the smoke-free designation of the Community will depend upon the cooperation by Resident and all other persons residing in the Community. 2. Default In the event Resident fails to comply with the terms of these provisions, Resident shall be deemed to be in default of this Lease. In the event of such default, the Community shall be entitled to pursue all rights and remedies allowed by this Lease and applicable law. Additionally, Resident shall be responsible for cleaning costs and expenses associated with any smoke odor, discoloration or any other costs and expenses associated with Resident's default.

**39. GUESTS AND OVERNIGHT STAYS.** You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. Except for personal injury arising from causes clearly beyond your control, you will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of five (5) nights per month, but only three (3) consecutive nights each month, and in no event more than 30 days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

**40. CRIME FREE PROVISIONS.** Resident agrees as follows: a. Resident, any members of Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section of the Controlled Substance Act (21 U.S.C. 802)). B. Resident, any member of the Resident's household or a guest or other person under the Resident's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises. C. Resident, any member of the household or guest, will not permit the unit to be used for, or to facilitate, criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest. D. Resident, any member of Resident's household or guest, or another person under the Resident's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. 13-3451 and Federal Law, at any locations, whether on or near the premises or otherwise. E. Resident, any member of the Resident's household, or a guest or another person under the Resident's control shall not engage in any illegal activity, including prostitution, as defined in A.R.S. 13-1211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203 including but not limited to the unlawful discharge of firearms, on or near the premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other resident or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368(A). f. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A VIOLATION OF THIS LEASE AND OWNER MAY TERMINATE THIS LEASE AS PROVIDED ABOVE AND TO THE EXTENT ALLOWED UNDER APPLICABLE LAW. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. G. Resident authorizes owner/agent to run criminal background checks and/or credit checks at any time before or during the tenancy.

**41. SEX OFFENDER NOTICE.** 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 <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

**YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT. RESIDENT SPECIFICALLY ACKNOWLEDGES HAVING HAD THE OPPORTUNITY TO INSPECT A COPY OF THIS LEASE, RULES AND REGULATIONS AND ANY OTHER ADDENDA BEFORE TENDERING ANY MONEY OR SIGNING ANY LEASE AGREEMENT.**

**INITIALS**

RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: \_\_\_\_\_  
Printed Name

OWNER: **Core Campus Madison LLC**

By: EDR Management Inc., a Delaware corporation, agent for Owner

BY: \_\_\_\_\_  
Your Signature

BY: \_\_\_\_\_  
Authorized Signature

DATE: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

SAMPLE

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

## The HUB Madison

### RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. Rules and Regulations are the policies of the landlord affecting the maintenance, operation, or governance of the common areas of the premises, or concerning the general conduct of residents in their use and enjoyment of the leased premises. You agree to these “**Rules and Regulations**” for the purpose of preserving the welfare, safety, and convenience of residents in HUB Madison for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement and we reserve the right to pursue all possible remedies set forth in the lease or provided by law. Additional rules and regulations can be found in the Resident Handbook.

Notwithstanding our right to serve you a legal notice for non-compliance with the Lease, law or the Rules and Regulations, complaints for violations of these Rules and Regulations may be addressed in accordance with the following procedure:

- First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.
- Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.
- Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately as additional rent. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease and/or pursue all possible remedies set forth in the lease or provided by law.
1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
  2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
  3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
  4. If the Community allows pets, you must execute a pet addendum and pay a pet deposit and/or pet fee in order to have a pet in the Apartment. Otherwise, pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:
    - First: A written warning will be issued to you specifying the complaint and a \$100.00 charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.
    - Second: Upon a second violation, a \$200.00 charge will be assessed against you, and we may declare the Lease Agreement to be in default. Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.
  5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
  6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
  7. Live decorations such as trees/wreaths are prohibited.
  8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
  9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
  10. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
  11. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
  12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
  13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of \$25.00 per key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs.
  14. You must comply with posted Rules and Regulations.
  15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to \$50 for each item that we must remove.
  16. **No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.**
  17. Subject to our right to remove it at any time, we are providing a controlled access gate (the “Gate”) in an attempt to control access to the Community – it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests, and to the extent allowed by law, for

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate, except to the extent caused by Owner's negligent acts or omissions.

18. You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than \$100,000 per occurrence ("**Insurance Requirement**"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings – it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other residents at the Community a program (the "**Program**") providing residents with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through Multifamily Insurance Partners, LLC. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. **If you arrange your own personal liability insurance from a company other than Multifamily Insurance Partners, LLC, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.**

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

- A. From Multifamily Insurance Partners LLC through the Program. If you elect to purchase personal liability insurance (or renters insurance) from MFIP, MFIP will provide us with the required proof of insurance. (You may access this Program at [www.StudentInsurancePolicy.com](http://www.StudentInsurancePolicy.com) or by calling 866-341-1314.
- OR**
- B. From another insurance company of your choosing, in which case you must:
- (1) Obtain and maintain a policy of \$100,000 personal liability insurance
  - (2) Have your insurance policy designate Owner and Manager as an "interested party"
  - (3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

**Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.**

19. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:

1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions.

These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly, and required to pay the charges in full by the due date of the next rent payment for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions.

As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others. We strongly encourage you to purchase insurance to cover damage to your personal belongings. The community owner and management company assume no liability for personal loss.

20. **TANNING DEVICE WARNING AND RELEASE.** Use of the facility by you is subject to the following:

- Your failure to wear eye protection may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain; (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to; tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult your physician before using a tanning device.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.

**I acknowledge that I have read and that I understand the foregoing warning, on behalf of myself and my family and heirs. I assume the risk for any injury (including death) or accident which relates to the use or misuse of the tanning device. I waive, release, and hold harmless the owner and manager of the apartment community where the tanning device is located (as they are identified in the lease) as well as their partners, officers, employees, contractors and agents, from actions, claims, costs, damages, demands, expenses, and losses arising out of or related to the tanning device itself and/or my use or misuse of the tanning device, except to the extent caused by the negligent acts or omissions of the foregoing released party.**

DANGER – ULTRAVIOLET RADIATION

1. Follow instructions.
2. Avoid overexposure. As with natural sunlight, exposure can cause eye and skin injury and allergic reactions. Repeated exposure may cause premature aging of the skin, dryness, wrinkling, and skin cancer.
3. Wear protective eyewear.

**FAILURE TO USE PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR LONG TERM INJURY TO THE EYES.**

4. Medications or cosmetics may increase your sensitivity to the ultraviolet radiation. Consult a physician before using a sunlamp if you are using medications or have a history of skin problems or believe you are especially sensitive to sunlight.
5. If you do not tan in the sun, you are unlikely to tan from use of this device.

21. Self-balancing scooters, e.g. battery operated scooters, hands-free Segways, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.



INITIALS

RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

### NONSTANDARD RENTAL PROVISIONS

The undersigned Owner and Resident hereby agree that the following Nonstandard Rental Provisions are made a part of the Lease Agreement (the "Lease") entered into by Owner and Resident on or about the date hereof:

1. **SECURITY DEPOSIT.** You agree to pay a security deposit in the amount of \$ \_\_\_\_\_, which shall be due and payable on \_\_\_\_\_, as security for your full and faithful performance and observance of the terms and conditions of this Lease. You shall maintain the deposit for the full amount at all times during the Lease Term. Owner may use, apply, or retain all or any part of the security deposit to the extent required for (a) reimbursement to Owner for any damage to the Apartment, Common Areas, and/or Furnishings caused by you or your guests or invitees; (b) unpaid rent, utility charges, or other charges that you owe under this Lease; (c) payment of any sum which Owner may expend by reason of your default with respect to any of the terms or conditions of this Lease. When more than one resident occupies any Bedroom or Apartment and damage to the Bedroom or Apartment occurs which is not determinable to one resident, the damage will be charged to all residents of the Bedroom and/or Apartment according to the proportionate share determined by a fraction, the numerator of which shall be one (1) and the denominator shall be the total number of residents assigned to the Bedroom or Apartment at the time the shared cost item is incurred. You shall provide Owner with written notice of your forwarding address upon move out. If you comply with all terms and conditions of this Lease, the security deposit shall be returned to the forwarding address within twenty-one (21) days of your surrender of the Apartment, accompanied by a written, detailed description of each item of physical damage or other charges made against the security deposit, if any, and the amount withheld for each item of damage.

Owner's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

2. **RIGHT OF ENTRY.** We have the right, as do our agents, to enter the Apartment and your Bedroom at any time without notice when a health or safety emergency exists or if you are absent and Owner believes entry is necessary to protect the Bedroom and/or Apartment from damage, and at all reasonable times, with not less than twelve (12) hours' advance notice to you, for any reasonable purpose. Further, with two days' written advanced notice to you, we have the right to enter the Apartment and your Bedroom at all reasonable times to show the Apartment or your Bedroom to prospective tenants, purchasers or representatives of insurance or lending institutions. You hereby acknowledge and accept that Owner possesses a key for your Bedroom and the Apartment. **You may not change any locks, except in an emergency where your Bedroom and/or the Apartment or your health and safety are at risk (and in such event, you must provide Owner with a key within forty-eight (48) hours and Owner has the right to replace the altered lock).** You agree that your request for maintenance or repairs shall constitute permission to enter for such purpose at any reasonable time and without notice to you, except to the extent you specify that you do not authorize Owner (or Owner's agents) to enter.

Owner's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

YOU: \_\_\_\_\_  
Printed Name

OWNER: **Core Campus Madison LLC**

By: EDR Management Inc., a Delaware corporation, agent for Owner

BY: \_\_\_\_\_  
Your Signature

BY: \_\_\_\_\_  
Authorized Signature

DATE: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

INITIALS

RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_



**PARENTAL OR SPONSOR GUARANTY**

**Apartment Community:** HUB Madison (the "Community").

**Tenant/Resident:** Name: \_\_\_\_\_

In consideration for, and as an inducement to us in making the Lease to Resident, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Resident and as a result of that relationship you will derive a substantial benefit from the making of the Lease to Resident. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease to the extent permitted by law. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Resident might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Resident. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Resident. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Resident, any failure to give notice of default to the Resident or other notices due under the Lease and any duty to give you notice of facts about the Resident. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Resident all without any notice to you or effect on your obligations under this Guaranty. Any obligations Resident has to you are subordinate to Resident's Lease obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Resident becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Dane County in Wisconsin. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: \_\_\_\_\_  
SIGNATURE OF GUARANTOR DATE  
\_\_\_\_\_  
PRINTED NAME OF GUARANTOR

RELATIONSHIP TO RESIDENT: (i.e. Mother, Father, Grandfather, And Grandmother): \_\_\_\_\_

BILLING ADDRESS CITY/ STATE/ZIP CODE TELEPHONE

SOCIAL SECURITY NUMBER CELL PHONE NUMBER EMAIL ADDRESS

DATE OF BIRTH \$ MONTHLY INCOME

**INITIALS**

RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

**N O T A R Y**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, \_\_\_\_\_, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires:

**OR**

**WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVE WITH COPY OF STATE OR FEDERAL PHOTO I.D.**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
AUTHORIZED PERSON'S PRINTED NAME

SAMPLE

