



Mailing Address:  
Lexington Management, LLC  
1300 N. Kimps Court  
Green Bay, WI 54313

## RESIDENTIAL LEASE

It is mutually agreed upon between Lexington Management, LLC (LESSOR) and, **LESSEE NAME(S)** LESSEE(S), jointly and severally the LESSOR does hereby lease to LESSEE the following described Premises located at **UNIT ADDRESS** (the "Premises") for the term and rent described herein.

- Rent** Upon occupancy, prorated rent for the month of **Month & Year** is due in the amount of \$ **\_\_\_\_\_**. The first full month's rent is due and payable on the first day of **Month & Year** and the entire monthly rent in the amount of \$ **\_\_\_\_\_.00** shall be paid on the first day of each month thereafter. THERE IS NO GRACE PERIOD, EVEN IF THE FIRST DAY OF THE MONTH FALLS ON A WEEKEND OR A HOLIDAY. RENT POSTMARKED OR RECEIVED AFTER THE FIRST DAY OF THE MONTH IS AUTOMATICALLY LATE. NO EXCEPTIONS. Late charges will be calculated based on date of actual receipt if hand delivered to the corporate office, the official postmark date on the envelope if mailed, or the actual initiation date and time if being paid electronically. Hand delivered payments to the corporate office will only be accepted during regular business hours and must be delivered to an employee of LESSOR. Payments placed under a door, in a mailbox, etc. will not be accepted. It shall be the responsibility of LESSEE to determine whether LESSOR has employees available at the corporate office. A \$50.00 LATE CHARGE IS ASSESSED PURSUANT TO THE NON-STANDARD RENTAL PROVISIONS INCORPORATED INTO THIS LEASE. In the event LESSEE elects to occupy the Premises on a month-to-month basis following the initial term of this Lease Agreement, LESSEE shall pay a month-to-month premium of \$200.00 per month in addition to the market rent charge of the unit. All LESSEES and any Cosigner/Guarantors are jointly and severally liable for the full amount due under the terms of this Lease and any extension or renewal.
- Lease Term** The Lease term shall commence at 3:00 PM on **DATE OF OCCUPANCY** and shall terminate at 10:00 AM on **LEASE END DATE**, unless terminated sooner pursuant to the terms of this Lease. Thereafter, LESSEE shall occupy the Premises on a month-to-month basis during which time either party may terminate this lease upon sixty (60) days advance written notice to the other party as outlined below. LESSEE's first date of occupancy is **DATE OF OCCUPANCY**.
- Residents** There shall be no more than **##** occupants living in the Premises during LESSEE'S tenancy. Guests are permitted to stay in the Premises for up to seven (7) cumulative days and nights per month. Any guest staying longer than seven (7) cumulative days and nights per month is considered an occupant and must fill out an application, pay appropriate fees, and be added to the Lease.
- Place of Payment** Payments hereunder are to be made payable and to be mailed, hand delivered, or paid electronically via resident's tenant portal, to **Lexington Management, LLC, 1300 N. Kimps Court, Green Bay, WI 54313**. No other location or address is acceptable. Site managers are not able to accept payments.
- Heat and Utilities** **LESSOR/LESSEE** is to furnish heat at their expense. LESSEE agrees to maintain the temperature on all heating units within the Premises at a minimum of 60 degrees Fahrenheit to prevent damage to the Premises. Should any damage occur because of LESSEE'S failure to maintain adequate heat, LESSEE shall be responsible for damage that occurs. LESSEE is responsible for electric bills. **LESSOR/LESSEE** is responsible for gas. **LESSOR/LESSEE** is responsible for sewer and water charges. LESSEE is responsible for switching applicable utilities into their name at time of move-in. LESSEE is also responsible for switching utilities out of their name at time of move-out and for ensuring that the final bills are sent to their forwarding address. Any water or sewer bill not paid for prior to the date of security deposit return will be deducted from the security deposit.
- Security Deposit** Upon execution of this Lease, LESSEE has paid a security deposit in the amount of \$ **\_\_\_\_\_.00**. The holding of and return of said security deposit shall be governed in accordance with Wisconsin law. LESSEE acknowledges and accepts the Non-Standard Rental Provisions included as an attachment to this Lease.
- Notice of Termination** Notice for Termination is to be given at least 60 days prior to the last day of Lease Term. Such notice shall only be effective for termination of tenancy on the last day of a calendar month, without exception. LESSEE'S notice may be given electronically via Lexington Management, LLC's website or given in writing and mailed or hand delivered to Lexington Management, LLC at the above referenced address. Notice must be postmarked, hand delivered, or initiated electronically by the first day of the month. Any notice received between the 2<sup>nd</sup> and the 31<sup>st</sup> of the month will go into effect the first day of the following month. If LESSEE fails to give proper notice to LESSOR, LESSEE will be held responsible for the rent on the Premises until it is re-rented and income producing, in accordance with the Lease.



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- Breach of Lease** In the event that LESSEE violates any of the terms of this Lease, LESSEE may be evicted pursuant to Wisconsin law, without limiting the liability of LESSEE for rent due or to become due under this Lease. In the event that LESSEE is evicted, or otherwise leaves the Premises prior to the expiration of this lease, LESSEE will remain liable for all rent payments through the end of the Lease Term or until re-rented and income producing, as well as any advertising costs, re-rent fees (which include special concessions given to the new resident as long as it does not exceed the amount of 1 month's rent), and utilities that would have otherwise been the responsibility of the LESSEE had they occupied the unit.
- Waiver** In the event either party defaults on the terms of this Lease or the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this Lease or indicate that later defaults shall result in a similar failure to act (waiver).
- Move-In Inspection** It is understood that as of the date of occupancy, LESSEE has received a move in inspection form. This form is to be completed and returned to the LESSOR no more than 7 days from the date of occupancy. If not returned within the 7-day period both LESSEE and LESSOR agree that the LESSEE received the unit in good repair. LESSEE has the right to make a written request to LESSOR for a list of physical damages and defects, if any charged to the previous LESSEE's security deposit.
- Move-out Inspection** LESSOR requires all LESSEES at the time of move-out to do a walk-out inspection no later than 10:00 AM on the last day of Lease. LESSEE shall provide LESSOR with forwarding address following move-out inspection. LESSEE shall turn over all keys and garage remotes to LESSOR following inspection.
- LESSEE's Property** LESSEE is completely responsible for insuring LESSEE's personal property and expressly waives any claims against LESSOR for loss or damage there to by reason of fire, theft, act of God, or other causes, other than LESSOR'S negligent acts or omissions.
- LESSEE's Duties** LESSEE agrees to assume the following duties 1) To comply with the terms of this Lease and all Rules and Regulations of LESSOR; 2) To notify LESSOR (not a tradesman working for LESSOR) of needed repairs and to do so in writing; 3) To allow LESSOR/service personnel to enter Premises at reasonable times and with reasonable notice to inspect, repair, improve, show or comply with applicable laws or regulations. LESSOR may enter without notice upon consent or request of LESSEE for maintenance service or when a health or safety issue or repair emergency exists; 4) To use the Premises only for lawful residential purposes; 5) To obey all lawful orders, rules, and regulations of all government agencies; 6) LESSEE is liable for any property damage, waste or neglect caused by the negligence or improper use of Premises or the building or development in which they are located by LESSEE or LESSEE'S guests and invitees.
- Pets** Pets are not allowed including visiting pets. At Portside Estates where cats are accepted, Casaloma Creek where dogs are accepted in units 148-207 only, or Aria Place where dogs are accepted in the Cabeletta and Cadenza floor plans only, a signed Pet Agreement and paid pet deposit must be received prior to the pet entering the unit, when and if approved.
- Abandoned Property** If, upon the termination of this Lease or abandonment of the Premises by LESSEE, LESSEE abandons or leaves any property in the Premises, LESSOR shall have the right, without further notice to LESSEE, to store or otherwise dispose of the property at LESSEE'S cost and expense in accordance with Wisconsin law.
- Notice of Domestic Abuse Protections** 1) As provided in section 106.5(5m)(dm) of the Wisconsin statutes, LESSEE has a defense to an eviction action if the LESSEE can prove that the LESSOR knew, or should have known, the LESSEE 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 LESSEE'S invited guest.  
(b) A person who was the LESSEE'S invited guest, but the LESSEE has done either of the following:  
1. Sought an injunction barring the person from the Premises.  
2. Provided a written statement to the LESSOR stating the person will no longer be an invited guest of the LESSEE and the LESSEE has not subsequently invited the person to be the LESSEE'S guest.  
2) A LESSEE 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 LESSEE has safety concerns, the LESSEE should contact a local victim service provider or law enforcement agency.  
3) A LESSEE is advised that this notice is only a summary of the LESSEE'S rights and the specific language of the statutes governs all instances.



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**Electronic Signature**

LESSEE agrees that LESSEE’S electronic signature is the legal equivalent of LESSEE’s manual/handwritten signature on this document. By electronically signing this document using any device, means, or action, LESSEE consents to the legally binding terms and conditions of the Lease Agreement. LESSEE further agrees that LESSEE’S signature on this document (hereafter referred to as “E-signature”) is as valid as if the LESSEE signed the document in writing. LESSEE also agrees that no certification authority or other third-party verification is necessary to validate LESSEE’S E-signature or any resulting agreement between LESSEE and Lexington Management, LLC.

**Consent to Electronic Delivery**

By electronically signing this Lease Agreement, LESSEE specifically agrees to receive, obtain, and/or submit any and all documents and information electronically. These documents and information will be collectively known as “Electronic Communications,” and will include, but not be limited to, any and all current and future required notices and/or disclosures, as well as such documents, statements, date, records, and other communications regarding LESSEE’S relationship with Lexington Management, LLC. LESSEE is acknowledging and saying that LESSEE is able to retain Electronic Communications by printing and/or downloading this Lease and any other agreements, Electronic Communications, documents, or records that are signed using LESSEE’S E-signature. LESSEE accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling any and all rules and regulations and agree that such Electronic Communications fully satisfy any requirement that communications be provided to LESSEE in writing or in a form that LESSEE may keep.

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent/Lessor Signature: \_\_\_\_\_ Date: \_\_\_\_\_