

Manufactured Home Community Lease



Tenant Name(s): _____

Minor Occupants: _____

Landlord and Tenant(s) agree to enter into this Lease on the terms and conditions as shown on pages 1 - 8.

TENANT(s): _____ Signature _____ Signature _____ Date: _____
Coachlite Green Lake LLC (Legal Business Name of Community)

Signed by: _____ (Landlord or authorized agent)

1.1 TERM: OR
Option 1 Yearly beginning March 1, _____ and ending February 28, _____. Prior to the expiration of the original term, Tenant shall receive notice regarding renewal options. If term is for more than one year, Tenant also specifically agrees to section 5.
Option 2 month-to-month beginning March 1, _____. Tenant acknowledges that he or she has been offered a lease for a term of one year but has chosen, instead to lease the site on a month-to-month basis.

Signature email address Signature email address
Tenant Signature(s) acknowledges option checked above.

1.2 COMMUNITY: Green Lake located at W1002 State Road 23/49 in the City/Village/Town of Green Lake, County of Green Lake, State of Wisconsin.

1.3 SITE: Manufactured home site address _____ within the Community.

1.4 HOME: The home is manufactured by NA with serial number NA. The owner shown on the certificate of home ownership (title) is _____. The lien holder is shown as _____. Check if no lienholder.

1.5 DEMISE: Subject to the provisions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following: Site Site and Home (Check one). If neither is checked, this Lease shall be deemed to apply to a Site only. Tenant also has the non-exclusive right of pedestrian and vehicular ingress and egress over the streets and walkways of the Community. The premises leased by Landlord to Tenant hereunder, whether the Site alone or the Site and Home together, are hereinafter sometimes referred to as the "Premises".

1.6 RENT & OTHER MONTHLY PAYMENTS: \$ _____ per month rent or monthly rent shown is the initial rent. A monthly municipal permit fee of approximately \$ NA * will be collected with the rent. Tenant agrees to pay the monthly rent and monthly municipal permit fees to Landlord at the location designated at Section 23 in advance or on the 1st day of each month and must be received by the 5th of each month during the Term without prior demand or notice. Time of each payment is of the essence of this Lease and Tenant's failure to make full payment of the monthly rent and any additional rent by the date set forth herein shall constitute a breach of this Lease. Rent is not considered paid until received by Landlord or its agent. *May change yearly as per city of Brooklyn, WI.

LATE FEE OR DISCOUNT: (Select only one) A late charge of \$ NA per day will apply after the NA day of the month. If any monthly payment of rent or any other charge required to be paid by Tenant to Landlord under this Lease is not received by Landlord when due, Tenant shall pay Landlord a late charge. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the past due amount nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

NSF Charges: An insufficient funds charge of \$ 25 will apply to any check or other payment returned to Landlord because of insufficient funds. The parties agree that no late charges will be charged on a late charge. Tenant further agrees to pay a fee if any check tendered by Tenant to Landlord is returned to Landlord because of insufficient funds. Landlord shall further have the right to demand that any returned item be replaced by a cashier's check, certified check, cash or money order. If Tenant tenders two or more checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereafter be paid by cashier's check, certified check or money order.

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PRIORITY OF PAYMENTS: The parties agree and understand that all payments made by Tenant shall be applied as follows: (1) current monthly rent, (2) to any other current charges required to be paid by Tenant as set forth elsewhere in this Lease, including but not limited to all charges in Section 1.6 (other than monthly rent and late payment charges), Section 1.7, Section 13, and the rules and regulations incorporated herein, (3) to any current tax or other charges levied by a governmental unit, (4) late payment charges as provided in Section 1.6, then (4) to any prior monthly rent still owed, (6) other prior lease charges still owed, and (7) prior late payment charges.

ACCEPTANCE OF RENT: Tenant acknowledges and agrees that if Landlord commences an action for failure to pay rent, the action may not be dismissed solely because the Landlord accepts past due Rent from Tenant after the termination of the Tenant's tenancy. Acceptance of past due rent includes, but is not limited to, payments by check, credit card, ACH, or money order.

1.7 UTILITY SERVICES: FURNISHED BY LANDLORD AND INCLUDED IN THE RENT: (Check Any Box That Applies)

Water Sewer Garbage Electricity Natural Gas LP Gas Fuel Oil Telephone Television
 Other _____ If no box herein is checked, no services are furnished by Landlord and included in the rent.

FURNISHED BY OUTSIDE SOURCE AND BILLED TO TENANT SEPARATELY BY OUTSIDE SOURCE: (Check All That Apply)

Water Sewer Garbage Electricity Natural Gas LP Gas Fuel Oil Telephone Television
 Other _____ If no box herein is checked, no services are furnished by an Outside Source.

FURNISHED BY LANDLORD AND BILLED TO TENANT AT RATE OR METHOD SHOWN BELOW:

[Landlord must disclose rate or method for charges.]

WATER:

Flat rate: _____ per _____
 Meter service: Service charge: \$5.20 per Month Volume charge: \$2.80 per 1000 Gallons
 The rate was determined by the following method: City of Green Lake Ordinance for Water Use, Section 9-1-3
 Other method which reasonably allocates costs among community occupants (describe below:)

If the City of Green Lake increases the water charge or related water charges during the term of this lease then the next increases will be passed through to the tenant during the term of this lease.

SEWER:

Flat rate: _____ per _____
 Meter service, billed as follows:
 Service charge: \$19.57 per Month
 Volume charge: \$9.81 per 1000 Gallons
 The rate was determined by the following method: City of Green Lake Ordinance for Sewer Service Charges, Section 9-2-61
 Other method which reasonably allocates costs among community occupants (describe below:)

If the City of Green Lake increases the sewer charge during the term of this lease then the next increase will be passed through to the tenant during the term of this lease.

OTHER Utility: describe: Garbage, in addition to monthly rent of \$305. Tenant shall pay for garbage pick up at the rate charged by the garbage vendor. Currently it is \$16 per month. If the garbage cost increases during the term of this lease then the rate increase will be passed through to the tenant.

Any increase in charges by supplier for the utilities furnished shall be the responsibility of Tenant. If a change in utility provider or biller occurs during the term of the lease, Tenant agrees to pay the new provider for utility services.

2. SECURITY DEPOSIT. \$ ____ (the maximum is set by state law.) Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit set forth herein as security for the faithful performance by Tenant of all the terms and conditions of this Lease. Tenant has seven days after the commencement of the Term to inspect the Premises and notify Landlord of any damages or defects in the Premises which existed before the commencement of the Term. If no notice is given by Tenant within such seven day period, it shall be presumed that no such damage existed and that Tenant received the Premises in good order and repair. Landlord, at its option, may withhold from the security deposit amounts permitted under Wis. Admin. Code ATCP 134, including: (1) the cost of repairing Tenant's damage, waste or neglect of the Premises, (2) unpaid rent, (3) certain unpaid utilities charges, (4) unpaid municipal permit fees and (5) unpaid amounts otherwise authorized by this Agreement.

In case of Tenant damage, waste or neglect of the Premises or the nonpayment of any rent or additional rent required to be paid by Tenant hereunder, Landlord, at its option, may retain all or part of the security deposit to apply the same toward curing the default or remedying the damage.

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If Landlord transfers its interest under this Lease, the Security Deposit (or the portion thereof, not previously applied) shall be turned over to the transferee, and Tenant agrees to look solely to such transferee and releases Landlord from any liability with respect to the Security Deposit.

3. TERM. The Term of this Lease shall be as set forth in Section 1.1. This Lease supersedes any existing lease between the parties with respect to the Premises and any such existing lease shall be deemed terminated as of the commencement date of this Lease except with respect to obligations or liabilities which arose or accrued prior to the date of termination.

4. RENEWAL AND HOLDOVER. Prior to the expiration of the Term of this Lease, Landlord and Tenant may enter into a new rental agreement or an extension of this Lease. If any changes in the terms or conditions of tenancy are to be made, then Landlord shall notify Tenant in writing of such changes at least 28 days before the date when the new rental agreement or extension of this Lease shall be effective. Tenant shall have 14 days after receipt of such notice to notify Landlord in writing of Tenant's acceptance or rejection of the new rental agreement or extension of this Lease and if Tenant fails to give such notification or rejects the new rental agreement or extension of this Lease, then the Lease shall terminate on the last day of the month following the expiration of the 28 day notice period. If Tenant remains in possession of Premises after the expiration of the Term with the consent of Landlord but without the execution of a new rental agreement or extension of this Lease, then Tenant shall be deemed to be a month-to-month Tenant upon the same terms and conditions as contained in this Lease. If Tenant remains in possession of the Premises after the expiration of the Term or other termination of this Lease without consent of Landlord, then Tenant shall be responsible for all damages sustained by Landlord resulting from Tenant's holding over including any claims or rents relating to subsequent occupants of the Premises.

4. TENANT NOTICE TO END MONTH-TO-MONTH LEASE. If this lease is month-to-month, written notice is required to end the lease. The notice must end the lease on the last day of the month and must be received before the first day of that month. Example: to end the lease on June 30, the notice must be received on or before May 31.

5. NOTICES OF TERMINATION FOR A LEASE EXCEEDING ONE-YEAR. If the lease term in Section 1.1 is for more than one year, then notwithstanding Chapter 704.17(3), Landlord shall follow the termination procedures set forth in Chapter 704.17(2) (a) to (c) as applicable.

6. USE. (a) The Site shall be used only for the placement of the Home and for a private residence in the Home for all named Tenants and all named minor dependents of Tenant as set forth on Tenant's application and this Lease. Any person other than listed on the Lease shall be considered a guest. Without the Landlord's written consent, any guest's stay shall not exceed a total of fourteen days within any twelve month period commencing with the first day of the guest's presence. If Landlord grants written permission to extend the stay beyond fourteen days, Tenant shall pay to Landlord as additional rent \$ 25 per guest per day or part thereof during which each guest resides on the Site. Tenant shall be responsible for the acts of Tenant's other occupants and guests. Landlord shall have sole discretion to determine when a stay has exceeded fourteen days. Any person who is a guest and seeks to stay for more than fourteen days must be screened by Landlord using Landlord's standard procedures. Any guest who does not pass screening shall remove from the home.

(b) Tenant shall not use or permit the use of the Site for any unlawful purpose or any purpose that will adversely affect reputation of the Landlord, the Community or its residents.

(c) Tenant shall not use or keep in, on, or about the Site anything which would adversely affect insurance coverage of the Home or the Community.

(d) Tenant shall not make excessive noise or engage in activities which unduly disturb neighbors or other Tenants within the Community. Tenant shall not by any other action or inaction, disturb either the Landlord's or other Tenant's right to the use and enjoyment of the property or create a nuisance.

(e) Tenant shall not keep in or about the Site any pet unless specifically approved in writing by Landlord and registered with the Community management. Landlord will administer this paragraph in conformance of Tenant's rights under the American's with Disabilities Act.

(f) Tenant shall in every respect comply with the ordinances of the municipality in which the Site is located and with the rules and orders of the Board of Health thereof, and shall obey all lawful orders, rules and regulations of all governmental authorities. Tenant shall be responsible for any fines or other charges imposed on the manufactured home community imposed by any level of government as a result of the Tenant's actions or inactions.

(g) Tenant shall not attach or affix anything to the exterior of the Home or construct any accessory structure on the Site, including, without limitation, any garage, shed, broadcast antennae greater than twelve feet high, satellite dish with a diameter greater than one meter, solar panel or wind turbine, exterior wood burning furnace or similar heating source, or other device without the prior written consent of Landlord. Work shall be done in accordance with all applicable codes and regulations. Tenant shall not make any change to the exterior color of the Home or to any accessory structure on the Site without the prior written consent of Landlord. If there is a non-compliance, upon request of Landlord, Tenant shall remove or make modifications to the Home or accessory structure on the Site to comply with the provisions of this Section 6. Tenant acknowledges that some if not all construction requires a building permit. Tenant will obtain a permit only after written permission from Landlord is obtained. The Site as described ends at the roof line. Lease does not include an easement for light or solar access as this matter is specifically reserved by Landlord.

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(h) Tenant shall, within 15 days after the installation of the Home on the Site, install a "skirt" extending for the full perimeter of the Home which shall be first approved by Landlord. Home shall be installed by licensed installer to applicable state standards. Skirting around the Home shall be properly maintained by Tenant during the entire Lease term in accordance with the standards at the time of original installation.

(l) Except as otherwise stated in this paragraph, Tenant shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste or substance to be brought upon, used, stored or dumped on the Site or the Community. Tenant shall be responsible for any required repair, clean-up or detoxification of the Site caused by Tenant and shall indemnify Landlord from any liability, claim or expense relating thereto. Proper use and storage of gasoline, gas cans, oil and lighter fluid or other flammables and LP tanks is required. The foregoing covenant and indemnity shall survive the termination of this Lease.

(j) Upon the termination of this Lease, all trees, shrubs and plants placed upon the Site by Tenant and all additions and improvements to the Site by Tenant shall remain upon the Site and shall be the property of Landlord unless a separate written agreement regarding ownership has been entered into to the contrary, and the same shall not be removed or damaged by Tenant at any time during, or after the termination of, this Lease. This covenant shall survive the termination of this Lease.

(k) The lease is predicated upon an agreement between Landlord and Tenant(s) regarding who owns and occupies the home, therefore resident shall not either intentionally or unintentionally alter or change the identity of, or increase or decrease the number of occupant(s) and/or owners of the home from those who were listed on the initial or any subsequent lease. Written approval of the Landlord is needed prior to any change in ownership or occupancy of the home.

7. APPLICATION. Tenant attests that all representations made in the application for this Lease are incorporated into this Lease and made a part of it. Tenant represents and warrants that all information contained in the application is true and understands that this information was given as an inducement for Landlord to enter into this Lease and therefore constitutes a material covenant. If any information contained in the Application is not true, correct and complete, Tenant shall be in breach of this Lease and Landlord shall have the right to terminate this Lease and evict Tenant.

8. CONDITION OF PREMISES. (a) Landlord shall not be required to improve, remodel or alter the Premises or perform any work thereon for Tenant's use and occupancy except as expressly set forth herein. No representations or warranties are made or have been made by Landlord or to agents and representatives that are not expressly set forth herein.

(b) The Site and/or the Community are not [strike "not" if appropriate] currently cited for uncorrected building or housing code violations. Tenant acknowledges receipt of the attached notices of uncorrected code violations prior to execution of this Lease, if any exist.

(c) There are no conditions [strike "no" if appropriate] which adversely affect habitability of the Site. Tenant acknowledges receipt of the attached list of conditions adversely affecting habitability, if any exist.

9. MAINTENANCE AND REPAIR. Tenant shall at all times during the Lease Term keep the Home and any other improvements on the Site in good condition and repair including regular mowing and snow removal. Without limiting the generality of the foregoing, Tenant shall keep the Home leveled and all exterior surfaces well maintained. Any broken windows shall be immediately repaired. Tenant shall keep the Home and Site in clean and Tenanted condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Site or the Community. Tenant shall be responsible for snow removal within the Site. Tenant must maintain utility services by staying current with utility payments and the maintenance of the utility infrastructure of the Home.

The heat tape is a homeowner responsibility. It is up to the tenant to make sure their heat tape is plugged in and working. This is a tenant expense (if you rent your home from the company, then the company is responsible for the heat tape replacement).

In case of a tenant owned home freeze up of water lines, the landlord may call a local contractor to unfreeze the frozen water lines. If the freeze up is below ground then this is a landlord expense and responsibility. If the freeze up is due to the tenant's home being insufficiently protected for cold weather or heat tape is not working properly, then this is a homeowner expense.

10. COMMON AREAS. Landlord may at any time upon posting at least 24 hours in advance, if practicable, close any of the private streets and walkways of the Community or any part of the Community to make repairs or changes, to prevent the acquisition of public rights in such area, to discourage non-resident parking, or for any other reason. Tenant acknowledges that the areas and facilities of the Community which are available from time to time for the common use of all of the Tenants of the Community are being made available on a gratuitous basis and are not part of the Premises leased hereunder and the right to use such areas and facilities may be discontinued by Landlord at any time in its sole discretion, and such discontinuance shall not be a default by Landlord under this Lease and shall have no effect on the rent to be paid by Tenant or any of the other agreements to be performed by Tenant hereunder.

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LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO TENANT'S PROPERTY IN SUCH AREAS OR FACILITIES OR TO ANY PERSON MAKING USE OF THE SAME, EXCEPT TO THE EXTENT SUCH DAMAGE OR INJURY IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD. TENANT, IN MAKING USE OF SUCH AREAS AND FACILITIES, DOES SO AT TENANT'S RISK.

Tenant's Initials _____ Tenant's Initials _____

11. RULES AND REGULATIONS. Tenant shall observe and comply with the rules and regulations attached to this Lease. Tenant acknowledges that he or she has been furnished a copy of this Lease and the rules and regulations to inspect before making any earnest money deposit or executing this Lease and further acknowledges receipt of a copy of this Lease and rules and regulations. Landlord reserves the right to add to or amend the rules and regulations from time to time so long as such additions or amendments do not substantially affect the rights or duties of the Tenant, but such changes shall not take effect until 28 days advance written notice of any changes is delivered to Tenant. Should Tenant neglect or fail to perform and observe any of the terms of the rules and regulations, Tenant shall be considered in breach of this Lease. In the event of a conflict between this Lease and the rules and regulations, the provisions of this Lease will control.

12. UTILITIES. (a) Utilities shall be furnished to the Site and charged to the Tenant in the manner set forth in Section 1.7 and Tenant shall promptly pay for all utility services for which it is responsible under Section 1.7. Any services furnished by Landlord and billed to Tenant shall be paid by Tenant as additional rent with the next payment of monthly rent due after receipt of Landlord's bill therefor. If any services are to be provided by Landlord, then Landlord shall make all reasonable efforts to provide such services, but in no event shall Landlord be liable for damages, nor shall the rent be abated or subject to offset or deduction for temporary failure to furnish or any delay in furnishing any of the foregoing services, nor shall the temporary failure to furnish any of such services be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Lease, but Landlord shall make all reasonable efforts to promptly restore any such services to the Site. Landlord shall have the right to transfer the responsibility to provide any utility service designated in Section 1.7 to be provided by Landlord and not included in the rent to a municipal or other utility company, and upon notice of such transfer Tenant agrees to pay the new provider for such utility service and Landlord shall thereafter not be responsible for the furnishing of any such service. If Tenant fails to pay any utility charges when due, Tenant shall be in breach of this Lease and Landlord shall have the rights and remedies set forth herein.

(b) Tenant shall be responsible and pay for connecting and/or disconnecting all utilities from the Home to the utility connection points provided by the Community, including the cost of parts needed for connections. All utility connections shall be done in accordance with all applicable codes and industry standards. Tenant shall maintain an adequate amount of protection in cold weather to prevent damage to the water supply lines and any valves and metering equipment that it may contain. Tenant shall be responsible for any damage resulting from Tenant's failure to maintain a reasonable amount of protection.

(c) Tenant shall comply with all present and future laws and regulations regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash ("Recycling Laws"). Tenant shall pay any cost which may be imposed upon Tenant directly as a result of the imposition of or change in any Recycling Laws and if such costs are imposed upon Landlord for the benefit of all of the Tenants of the Community, then Tenant shall pay a pro rata share of such costs. Tenant shall also pay all costs, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with Recycling Laws or the provisions of this paragraph. Tenant expressly acknowledges that all the foregoing costs in connection with Recycling Laws were not contemplated by the parties to be a cost to be borne by Landlord and are not included in the rent.

(d) Tenant acknowledges that changes to electrical service amperage or an increase in water riser size if requested by Tenant in writing will be performed at Tenant's expense by Landlord only or by a licensed contractor acceptable to Landlord.

13. ADDITIONAL CHARGES. Tenant shall pay Landlord the charges set forth in this Section as additional rent and within 10 days after Landlord's demand therefor unless otherwise provided herein. Tenant's failure to pay any of the following charges shall be a breach of this Lease.

(a) On or before the date when Tenant is required to pay the monthly rent, Tenant shall pay the monthly municipal permit fee designated in Section 1.6 and any personal property tax or any other tax and/or assessment imposed by any governmental agency or political subdivision for the right to use the Site for the parking of a manufactured/mobile home. From time to time hereafter, Landlord may notify Tenant in writing of any change in such fee or tax and Tenant shall adjust its payments accordingly. If Landlord is required to collect such parking fee or tax in advance, Tenant shall prepay such fee or tax.

(b) In the event that Tenant fails to keep the Site properly maintained, Landlord may give Tenant notice of the deficiency and a reasonable time to fulfill Tenant's obligations. If such maintenance is not performed within such time, then Landlord may, but shall have no obligation to, perform such maintenance and Tenant shall pay Landlord the following maintenance charges:

Snow removal: Hourly rate charged by vendor to perform service. Lawn care: Hourly rate charged by vendor to perform service.

Garbage removal: Rate charged by vendor to perform service. Other disposal: Rate charged by vendor to perform service.

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Copy of receipt for services will be provided to resident for payment of services rendered.

(d) Tenant shall pay Landlord the following charges in connection with the installation of the Home on the Site or removal of the Home from the Site: Landlord transporting the Home on or off the Site: \$ NA Connecting or disconnecting utility services: \$ NA *NOTE: Any charges in this paragraph (d) must reflect actual material and labor costs and shall be filled in as appropriate.*

(e) Tenant shall pay for any charges or fines levied on Landlord for calls attributable to Tenant to police, fire or other services.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises or any part thereof or permit any part of the Premises to be used or **occupied** by anyone other than those persons permitted under Section 6(a) above.

15. TRANSFER OR REMOVAL OF HOME. In order to protect buyers and sellers of homes in the community, prior to the sale of the Home which Tenant intends to sell to remain on the site, Tenant shall comply with all of the following provisions:

(a) To insure that the Home is qualified to remain on the site, the Tenant must provide Landlord the opportunity to inspect the Home before the sale. Landlord's inspection is for purposes of compliance with habitability and community standards and in no way creates any warranty or expectation of home performance. If Landlord suspects issues of habitability, Landlord may require further inspection by third parties including but not limited to qualified contractors or the health department. All repairs or changes which are found as a result of an inspection must be completed by Tenant at least 10 days prior to the sale of the Home. In the event any repair is unsatisfactory, Landlord reserves the right to require that the work be done by a qualified contractor. A copy of the inspection report shall be made available to any buyer by Tenant.

(b) To insure that the buyer can occupy the Home as a new Tenant, the Tenant acknowledges that the Home buyer cannot occupy the Home on the site before buyer completes and the Landlord accepts their application for rental and buyer completes and Landlord accepts a Lease. The Tenant acknowledges that Landlord has the right to screen any prospective purchasers and only Landlord's affirmative action to approve the buyer for Tenancy will terminate Tenant's lease future lease obligations. Tenant further acknowledges that disapproval of the buyer's lease application is based on screening criteria of the Community and not because there has been a change in ownership of the Home or the age of the Home.

(c) Home owners only – As provided in section 6, subletting is not allowed, therefore Tenant may only sell for cash or by being listed as a lienholder on the home. No rent to own or similar transactions which result in the seller retaining title to the Home are permitted.

(d) To protect the Tenant from damage claims - Any Home mover must provide proof of insurance acceptable to Landlord and any other reasonable requirements of Landlord.

16. INSURANCE AND LIABILITY OF TENANT. (a) Tenant's use of the Premises shall be at Tenant's sole risk and Tenant acknowledges that it is the responsibility of Tenant to obtain personal property, personal liability, accident and other insurance coverage adequate to protect Tenant and Tenant's personal property and to cover living expenses in the event Tenant is unable to live in the Home on the Site. If the Home is owned by Tenant, Tenant shall be responsible for insuring the Home. Tenant shall provide evidence of homeowner's, auto or other applicable insurance to Landlord at Landlord's request. Tenant acknowledges that Landlord's insurance does not cover Tenant's personal property.

(b) Tenant shall be liable for all damage to the Site and the Community caused by Tenant, and Tenant's other occupants, guests and/or invitees and shall pay for all repairs thereto necessitated by the acts or omissions of Tenant, and Tenant's other occupants, guests and/ or invitees.

17. LIABILITY OF LANDLORD. Landlord shall not be responsible for any damage to the home or any personal property located in or about the site or for any injury to the person of Tenant or others, including guests and invitees resulting from or caused by: fire, theft, the elements, acts of god or any other cause over which Landlord has no control; Tenant's negligent or improper use of the premises; any person on the site by invitation or license of Tenant; the bursting, stoppage or breakage of water, gas, sewer or other pipes; or from any cause whatsoever, except to the extent such damages or injuries are caused by the negligent acts or omissions of Landlord. Anything in this Lease to the contrary notwithstanding, the covenants and agreements of Landlord herein are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Landlord personally or the assets of Landlord except Landlord's interest in the Site and the Community, as the same may from time to time be encumbered. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Landlord or its partners, co-venturers, agents or employees or their respective heirs, legal representatives, successors and assigns, arising from this Lease or Landlord's obligations with respect to the Site and the Community, or arising from any covenant or agreement of Landlord contained in this Lease.

18. EMERGENCY ENTRANCE. Landlord may enter the Site and/or Home if Tenant cannot be contacted or the home is abandoned and Landlord reasonably believes that entry is necessary because of emergency or to preserve and protect the Home and/or Community.

19. DEFAULT. (a) If Tenant fails to perform any of the terms of this Lease or of the rules and regulations, Landlord shall give Tenant written notice of such breach as required by Wisconsin Statutes and if Tenant fails to remedy the breach within the time stated in such notice, then Landlord may recover possession of the Premises or terminate this Lease. If Landlord repossesses the Premises, such action shall not affect Tenant's liability for past rent or other charges due or future rent to accrue under this Lease, but the same shall continue as if such repossession had not taken place. The provisions herein shall be in addition to, and without prejudice to, any other rights and remedies Landlord may have.

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(b) It is expressly agreed by the parties, that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of such rent shall not waive or affect such notice, suit or judgment. Waiver of a breach of any term, condition or covenant of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants. Vacating or abandoning the Premises does not relieve Tenant of the obligation to pay any amounts due under this Lease or any amounts which may hereafter become due under this Lease.

20. PROPERTY LEFT BEHIND. If Tenant removes from the Site for a period of three weeks, with lease obligations such as rent unfulfilled, and leaves personal property, Landlord may presume that the Tenant has abandoned the property and may dispose of the property in any manner that the Landlord, in its sole discretion, determines is appropriate. Landlord will not store personal property left behind except prescription medication and medical equipment, which will be stored for seven (7) days from the date Landlord discovers the personal property. No notice to Tenant will be provided for personal property left behind, except for notices required by law for abandoned manufactured/mobile homes or titled vehicles under Ch. 704.05(5)(b).

21. CRIME FREE PROPERTY. Effective March 1, 2014, the Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in or facilitate criminal activity, including drug-related criminal activity, on or near the community premises. Violation of the above provisions shall be a material violation of the Lease and good cause for termination of tenancy. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction.

22. NOTICE OF DOMESTIC ABUSE PROTECTIONS. (1) As provided in Section 106.50 (5m) (d) of the Wisconsin statutes, a Tenant may be able to stop 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.

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.

(2) 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.

(3) A Tenant is advised that this notice is only a summary of the Tenant's rights and the specific language of the statutes governs in all instances.

23. LANDLORD'S AGENTS. (a) Agent for Maintenance and Management: (name) Joanne Stevens or Mark Borchardt
(Address) 365 Trailridge Road SE (City, ST Zip) Cedar Rapids, IA 52403 (Phone) 319-378-6786 or 319-378-6748

(b) Agent for Collection of Rent: (name) Same as Above

(c) Agent for Service of Process: (name) Steve Werch

(Address) N9328 17th Lane (City, ST Zip) Neshkoro, WI 54960 (Phone) 920-293-4650

24. EMERGENCY SHELTER. The Community does not contain an emergency shelter. If a shelter exists, its location and procedures for use are contained in the rules and regulations attached to this Lease.

25. MISCELLANEOUS. (a) Tenant acknowledges receipt of a copy of this Lease and rules and regulations prior to signing a purchase contract for purchase of the Home.

(b) If Tenant is more than one individual, then all such individuals shall be jointly and severally liable for the full amount of any payments due under this Lease and the performance of all of the other obligations of Tenant set forth in this Lease.

(c) All the terms, conditions and covenants of this Lease shall be binding on heirs, executors, administrators and permitted assigns of the parties hereto. Any heir, executor, administrator or assign cannot occupy the Home or Site without entering into a new Lease. Should a Tenant die during the term of the lease and the lease is for one year or more, the lease will terminate on the earlier of 1) sixty days after Landlord receives notice, is advised or otherwise becomes aware of the Tenant's death or 2) the expiration of the term of the lease. For a month-to-month lease, if a Tenant dies the lease is terminated under 1). Wisconsin law provides that a deceased Tenant or their estate is not liable for rent after this sixty day period and is subject to Landlord's duty to mitigate damages. Any other adult Tenants under the lease remain bound by the original lease.

(d) If a guarantor is an additional signee, Tenant agrees that any renewal of this lease is subject to continuation of the guarantee or substantiation by Tenant of Tenant's ability to pay without such guarantee to the satisfaction of Landlord.

Initials _____

(e) Tenant at all times shall keep Landlord apprised of working telephone number(s).

(f) All vehicles on the Premise shall be in working order and have a current vehicle registration. No vehicle can be used for storage.

26. PRIVACY POLICY. (a) We collect nonpublic personal information about you from the following sources: 1) information we receive from you on your applications or other forms; 2) information about your transactions with us, or affiliates or others and 3) information we receive from a consumer reporting agency. We do not disclose any nonpublic personal information about residents or former residents to anyone except as permitted by law or by the Tenant. We restrict access to non-public personal information about residents and former residents to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

(b) Tenant hereby consents to the release of utility customer account information to Landlord regarding any past due arrearages such as utility chargers for which Landlord might ultimately become responsible.

Tenant's Initials _____ Tenant's Initials _____

Initials _____