

APARTMENT LEASE

This lease of the apartment identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

PARTIES

Tenant:

Landlord:

Agent for
maintenance,
management:

APARTMENT
ADDRESS

Building address:

(street)

(city, village/town)

(county) (state)

Agent for
collection
of rents:

Agent for
service of
process:

TERM

Apartment number:

Lease Term: ~~Month to Month~~ (Strike if not applicable)

First day of lease term: Noon Last day of lease term: Noon

RENTALS

Apartment: \$ per month Other: \$ per month

Payable at: on or _____
before the first day of each month during the
term of this lease.

UTILITIES

Utility charges, other than telephone, are included in the rent, except: electricity and cable television

which Tenant shall pay promptly when due. If charges not included in the rent are not separately metered, they shall be allocated on the basis of : N/A

SPECIAL
CONDITIONS

Special conditions: A \$50.00 late fee will be assessed for rents received after the 5th of the month. Lessor will provide

RENEWAL OF
LEASE TERM

Premises to be occupied by Tenants named in lines 3-9
(strike clause 1 or 2; if neither is stricken clause 2 controls.)

~~1. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive lease term unless either party shall, at least 45 days before the expiration of the lease, notify the other in writing of the termination of the lease. However, Landlord must, at least 15 days but not more than 30 days prior to the time specified for giving the notice as herein set forth notify Tenant in writing of the above provision for automatic renewal or extension.~~

ASSIGNMENT,
SUBLETTING

2. This lease shall be automatically renewed, without notice from either party, on identical terms, except that it shall be a month-to-month tenancy unless written notice of termination is given at least 60 days before the end of the above lease term (see line 26). Month-To-Month tenancy may be terminated by Tenant or Landlord upon sixty (60) days written notice. Such notice may be effective only on the first day of the next rental period. Tenant shall not assign this lease nor sublet the premises or any part thereof without the written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this lease.

SECURITY
DEPOSIT

Upon execution of this lease Tenant paid a security deposit in the amount of \$ to be held by _____ Tenant may not use security deposit as rent.

If the person holding the security deposit is a licensed real estate broker, acting as agent, it shall be held in the broker's trust account. The deposit, less any amounts withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant vacates the premises. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damages and accounting for any amount withheld. Failure to return the deposit or provide a written account within 21 days will result in the waiver of any claim against the deposit. The reasonable cost of repairing any damages caused by Tenant, normal wear and tear excepted, will be deducted from the security deposit. Tenant has 7 days after the beginning of the lease term to notify landlord in writing of damages or defects in the premises; no deduction from Tenant's security deposit shall be made for any damages or defects of which notification is given. Landlord will give Tenant a written description of any physical damages charged to the previous tenant's security deposit as soon as such description is available. (If none, so specify _____.) (Strike paragraph if no security deposit is paid.)

VACATION OF
PREMISES
LANDLORD'S
RIGHT TO
ENTER

Tenant agrees to vacate the premises at the end of the lease term or the extended lease term, and promptly deliver the keys to Landlord no later than 12:00 noon of that day.

Landlord may enter the premises at reasonable times and with 12 hours advance notice, with or without Tenant's permission to inspect the premises, make repairs, show the premises to prospective tenants or purchasers, or to comply with any applicable law or regulation. Landlord may enter with less than 12 hours advance notice upon specific consent of Tenant. No advance notice is required for entry in a health or safety emergency or where entry is necessary to preserve and protect the premises from damage in Tenant's absence.

ABANDONMENT
BY TENANT

If Tenant shall abandon the premises before the expiration of the lease term, Landlord shall make reasonable efforts to re-lease premises and shall apply any rent received, less costs of re-leasing, to the rent due or to become due on this lease, and Tenant shall remain liable for any deficiency. If Tenant is absent from the premises for three successive weeks without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned.

DISPOSAL OF TENANT'S PROPERTY 77-79
TENANT OBLIGATION 80-82
USE 83-88
PETS 89
GOVT. REG. 90
MAINTENANCE IMPROVEMENTS 91-92
GUESTS 101-103
NEGLIGENCE BREACH OF LEASE 104-106
DAMAGE BY CASUALTY 114-115
RULES 119-121
LIABILITY OF MULTIPLE TENANTS 123-125
DISCLOSURE OF CODE VIOLATIONS 126-128
CONDITIONS AFFECTING HABITABILITY 129-131
PROMISES TO REPAIR 132-133

If tenant shall leave any property on the premises after vacation or abandonment of the premises, Tenant shall be deemed to have abandoned the property, and Landlord shall have the right to dispose of the property as provided by law.
During the lease term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:
1. To use the premises for residential purposes only by Tenant as named in lines 3-9 and line 40 of this lease.
2. Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are a part.
3. Not to use or keep in or about the premises anything which would adversely affect coverage of the premises or the building of which they are a part under a standard fire and extended insurance policy.
4. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building which the premises are located.
5. Not to keep in or about the premises any pet unless specifically authorized as a special condition in this lease.
6. To obey all lawful orders, rules and regulations of all governmental authorities.
7. To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear excepted.
8. If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat Tenant shall be liable for this damage.
9. Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following:
a. Paint upon, attach, exhibit or display in or about the premises any sign, placard, flag, advertisement, display or similar item.
b. Alter or redecorate the premises.
c. Drive nails, tacks, screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the premises.
d. Attach or affix anything to the exterior of the premises or the building in which it is located.
10. Not to permit any guest or invitee to reside in the premises for any period exceeding two weeks without prior written consent of Landlord.
11. To be liable for all acts of negligence or breaches of this lease by Tenant and Tenant's guests and invitees.
If this lease is for a term of one year or less, should Tenant neglect or fail to perform and observe any of the terms of this lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased premises without limiting the liability of Tenant for the rent due or to become due under this lease. If Tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises, and within one year of such previous breach, Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice.
If the premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the premises and if repairs are not made this lease shall terminate. If the premises are damaged to a degree which does not render them untenable Landlord shall repair them as soon as reasonably possible.
Landlord may make such reasonable rules governing the premises and the building of which they are part as Landlord deems necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Landlord may make changes in the rules and shall give written notice of changes to Tenant at least 14 days before the new rules become effective. Tenant acknowledges receipt of the attached rules prior to execution of this lease. (Strike if not applicable.)
All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this lease.
The premises and the building of which they are a part ~~are~~ are not (strike one) 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.~~ (Strike if not applicable.)
The premises contain the following conditions adversely affecting habitability: ~~Lacks hot and cold running water. Lacks operating plumbing or sewage disposal. Unsafe or inadequate heating facilities. No electric service. Unsafe electrical system. Hazardous conditions or structure.~~ None. (Strike all not applicable).
Landlord promises to repair, clean or improve the premises as follows by the completion dates noted: None. (Strike if not applicable.)

IN WITNESS WHEREOF, the parties have executed this lease on _____
_____, _____
LANDLORD: GLENCO PROPERTIES, INC..
By: _____ (SEAL)
John L. Wirth, President
TENANT:

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)