

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

1. Rent Payments

Security deposits, Last months rent and First months rent shall be collected as follows:

Security deposit shall be due and collected upon signing of the lease.

Last months rent shall be due and collected upon signing of the lease.

First months rent shall be due and collected prior to taking occupancy.

Rent is due promptly on or before the first of each month. Make payments to:

Biondo Rentals, LLC
PO Box 3716
La Crosse, WI 54602-3716

Be sure to put your rental address in the “Memo Section” of the Check.

Rents which are **NOT** received in full by or postmarked by the 1st day of the month, or returned checks, will be considered delinquent and subject to a late charge of \$10.00 per day plus any bank charges for returned checks. There is no “grace period” All payments must be in a **SINGLE CHECK** or money order, **NO CASH**. All payments received will first be applied to any late charges, or bank charges and then to any outstanding balances due. More than one delinquency may result in termination of your tenancy. **LATE CHARGES OF \$10.00 PER-DAY CAN ALSO BE DEDUCTED FROM THE SECURITY DEPOSIT AT THE END OF THE LEASE PERIOD.**

Security Deposit

The security deposit is collected upon signing the lease. The security deposit, less any amounts legally withheld, will be returned within 21 business days of the last day of your lease term. Security deposits will be returned to one designated tenant and that tenant must leave a forwarding address in which the check will be sent to. The reasonable cost of repairing any neglect or damages for which the tenant is responsible, may be deducted from the security deposit. All cost for damages are billed at a minimum rate of \$45.00 per hours, plus the cost of materials, and a possible 15% surcharge on the cost of materials. A move in inventory and condition form is provided in your check in folder and must be completed and turned in within seven (7) days of the start of the lease.

Security deposits may also be used for items listed in the non-standard rental provisions

Tenant Initials _____

2. Subleasing-Breaking the Lease

Sub-lesers are permitted, but **MUST** be approved by landlord. A\$350 administrative charge may be applied for releasing the apartment. You are responsible for the **FULL** rent amount and Utilities for the entire lease term remaining if subleasing /releasing the apartment is unsuccessful. Roommates must approve of any sub-leaser.

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

Tenant Initials _____

3. Parking & Parking Permits

Parking is private and Parking Permits will cost \$100.00 per year. A Parking Permit does NOT guarantee an available parking stall and the landlord makes no guarantee of parking availability. All parking is on a first come, first serve basis. ALL vehicles without a parking permit will be ticketed and towed at the owners Expense. Tenants are not allowed to back into a stall. No automobiles, truck, motorcycles, boats, trailers, Rv's or similar items are allowed anywhere other than in designated parking areas. Parking permits must be displayed on the right side of the vehicles bumper at all times and vehicles must be operational. Repair, bodywork or painting of autos in the parking lot is not allowed. Parking Permits are available at the time of Check-In upon commencement of the lease. A separate parking form must be filled-out by any tenant wishing to purchase parking permit listing the tenants: Name, Phone, Rental Address, Vehicle Make, Model, and Color. Lost Permits are NOT reimbursed or replaced and an additional permit must be purchased. Permits must be purchased and placed on the "Passenger-Side" rear bumper of the vehicle prior to September 1 of the rental period.

All cars are towed to Don's towing and Auto Repair (608) 784-5872

4. Pet policy

Unless specifically approved in writing by the landlord on your lease, NO ANIMALS, BIRDS, REPTILES OR FISH OF ANY KIND ARE ALLOWED ON THE PREMISES AT ANY TIME. If an Un-Authorized Pet is found in the rental unit the Tenants agree to forfeit a Minimum of \$350.00 the Security Deposit. NO EXCEPTIONS. Additional Charges May apply for Pet Damage over and above the \$350.00 Minimum Charge.

Tenant Initials _____

5. Pest Control

The tenant shall be responsible for the cost to eliminate vermin, insects and vermin damage whether brought in by pets, persons, and tenant's possessions or due to unsanitary conditions by tenants.

Tenant Initials _____

6. Utilities

Tenants are responsible for all utilities for their apartments and must notify utility companies of the date their rental period begins AND ends within 48 hours of lease start date. If your apartment, house or duplex shares any utilities with another rental unit, the total bill will be allocated by dividing total bill by the number of tenants that share each rental unit unless stated otherwise on page 1 of your lease. You will receive the contact numbers in your check in folder. If stated in your lease, each apartment will pay for a percentage of the monthly expenses for common space, including, but not limited to gas, electric, softener salt, and sewer and water. It is your responsibility to maintain a reasonable level of heat to ensure the habitability of the premises and prevent damage to the premises and the building. Tenants with a fuel oil tank are responsible for filling the tank and ensuring the house is heated sufficiently.

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

Any Utility (Xcel, Water/Sewer) not separately metered shall be allocated as follows;
Gas and or Electric; divided between the number of tenants in the building

(6. Continued)

Water/sewer: divided between the number of tenants in building
City water will be deducted from security at the end of the lease period.

No radio or television wires, aerials or connections shall be installed, placed or attached to the building. The landlord is authorized to remove, at the expense of the tenant, any such apparatus erected. Building damages resulting from the attachment of these articles will be charged to the tenant.

Tenant Initials _____

7. Furnace & Air Conditioning

Tenant agrees to monitor the cleanliness of all air filters for any systems providing climate control. Tenant agrees to purchase filters if needed, (or clean permanent filters in AC units) and replace filters as needed or every thirty (30)-days, whichever comes first. IF the tenant fails to maintain a clean filter, you may be charged for an inspection of the unit and the cost of repairs that occur due to neglect of the filter system. Please call landlord if assistance is needed.

Tenant Initials _____

8. Sidewalks, entrances and Common Space

Sidewalks, and entrances shall **NOT** be obstructed in any way or used by tenant for any purpose other than for ingress and egress.

Tenant Initials _____

9. Carpets

Carpet cleaning will only be charged against a security deposit for damages ABOVE normal wear and tear. Damaged carpets will include, but are not limited to stains, burns, soiled traffic patterns, soiled carpets, smells, smoke and candle discolorations and carpets which are not in the same condition as the time of move in. We encourage, but do NOT require tenants to have their carpets cleaned professionally if they are above normal wear and tear. There may be additional charges if damages remain after professional cleaning or if replacement is required.

Tenants Initials _____

10. Grills, fire places, Christmas Trees and flammable liquids or Flammable substances

Hibachis, charcoal fires, "Houlka Bongs" or any device with the use of a "Lighter" or open flames or items that are potential fire hazards (including, but not limited to natural Christmas trees are NOT permitted

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

Barbecue grills shall **NOT** be used on balconies and must be a minimum of 10 feet from the building when in use on the ground level. Barbecue grills must be stored outside.

(10. Continued)

NO gasoline or other flammable liquids are permitted in the building at any time. Fumes from flammable liquids may be ignited by the hot water heater, sparks or in many other ways, causing an explosion and fire which may result in severe burns and possible death.

Tenant Initials _____

11. Smoking, Candles or Incense

This is a **SMOKE FREE** building. Smoking and/or the use of lighted candles or incense is prohibited. Any Smoke Smell (Including but not limited too Marijuana) will result in a \$350.00 Charge withheld from the Security Deposit. No Exceptions. Additional Charges may apply.

Tenant Initials _____

12. Plumbing

The toilets, disposals, bathtubs and sinks shall not be used for any purpose other than that for which they were designed. No sweepings, rubbish, rags, paper towels, diapers, feminine hygiene products or other substances shall be thrown or disposed of therein. Any damage resulting to such fixtures or plumbing from misuse of any nature shall be paid by the tenant..

Tenant Initials _____

13. Walls & Windows & Signs

The tenant **SHALL NOT MAKE ANY ALTERATIONS** in or to the premises without the direct, written consent of the landlord. This includes the adding or changing of locks and/or window treatments.

No holes in walls. No decals or contact paper shall be affixed any place on the premises. Finish nails or pushpins only may hang artwork. Costs incurred to repair holes, dents, scratches, tears or tenants attempts to repair the above mentioned will be charged to the tenant.

No sign, placard, or advertisements are to be displayed from the windows, balconies or anyplace on the premises.

Tenant Initials _____

14. Guest/visitors

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

Only the number of persons, and specific persons, designated by this lease agreement may occupy the unit without the written consent of the landlord. Visitation by friends or relatives shall be limited to two weeks.

Tenant Initials _____

15. Excessive Noise/ Disturbances & “PARTIES”

The tenant or any of his/her family or guests shall not become intoxicated, disorderly or create or permit any unnecessary noise (noise to include the operation of a radio, CD, record player, Television set or any musical instrument singing or Yelling during the day or night to the extent that other tenants may complain for that reason. **NO ILLEGAL CONTROLLED SUBSTANCES** are permitted in or about the premises. Failure to comply with City codes: due to negligence of the tenant or tenant guest, any fine or notice received by the landlord will be passed onto to the tenant AND IS GROUNDS FOR LEASE TERMINATION. “EXCESSIVE” WILL BE DETERMINED BY AND AT THE SOLE DISCRESSION OF THE LANDLORD. Any resulting “Clean-Up” deemed necessary by the Landlord will be charged to the tenants at a cost of \$45.00 per hour.

Tenant Initials _____

16. Appliances

Do not leave stove/oven unattended while cooking and use extreme caution when cooking with oil as it can cause fires. Should a fire start call 911, the quickest way to put out a grease fire is to cover it and smother it with a lid, you may also use baking soda, but it will take a lot. A dry chemical fire extinguisher may also work. NEVER use water to put out a grease fire. Remember your safety is our primary concerns please assess the situation accordingly and evacuate the building if necessary.

Tenant Initials _____

17. Damages

You are provided a “Check-In Report” damage assessment inspection form in your check in folder. This is to report the condition of your apartment and to report any damages. It MUST be returned within 7-days of the lease start date. This form is for your protection at move out. Forms returned after this timeframe are considered void. In such cases **Tenants will agree to utilize our check-in report provided at move-in. NO EXCEPTIONS.** You will be charged for labor and materials for tenant damage, waster or neglect.

The tenant shall be liable for repairs to plumbing, appliances or any other part of the premises, which are required through the negligent acts or incorrect use by the tenant. If repair work is required, notify the **AGENT FOR MAINTENANCE**

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

Tenant Initials _____

18. Keys and Locks

Tenants requesting lock out assistance for their house, apartment or bedroom may contact the landlord/manager to unlock during business hours (M-F 9-5 PM) and the landlord will assist you if able, if landlord is not available or it is outside the business hours you must call American Lock & Key at (608) 782-7777 and pay them accordingly. There is a \$75 flat fee if the landlord unlocks apartment after business hours or on weekends. Landlord may not be available to unlock apartments so please have a back up plan.

Lost keys or keys not turned in at the end of the lease period (if all keys are not in the apartment at noon on the last day of the lease they are considered lost and cannot be returned the next day, etc. to avoid charges) require a lock change for security purposes, you will be charged the time and materials for replacing a lock and all the keys. This applies to bedroom and mailbox keys as well. Key replacement can be as high as \$150 or more per key to change locks.

Keys may not be duplicated. There is a \$150.00 Charge for lost keys or keys not turned in at the end of the lease period.

TENANT(S) UNDERSTANDS THAT NEITHER LANDLORD NOR MANAGEMENT IS UNDER ANY OBLIGATION TO UNLOCK THE DOOR AT ANY TIME.

Tenant Initials _____

19. Balconies and Roof Tops

Tenants shall **NOT** hang any items of bedding, clothing, etc. from the balconies.

NO more than 2 persons shall occupy any one balcony at the same time. If you notice any repairs needed to balconies notify landlord immediately and refrain from use

Grills are not permitted on balconies or decks. No storage of gas grills on balconies; it is a fire hazard and is against the fire department regulations, any fines incurred will be passed on to tenant.

NO garbage, indoor furniture or Christmas trees are allowed on balconies.

Roof Tops

White Copy to Landlord & Agent

Green, Yellow, Pink, Orange Copies to Tenants

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

Tenants are not permitted to use the roof of buildings at any time.

Tenant Initials _____

20. Trash/ large items

All garbage and waste materials shall be put in tied plastic bags before depositing in the dumpster or trash bins. All large cartons and boxes must be flattened prior to disposal. Disposal of all discarded large item such as furniture, and all electronics such as televisions, is the tenant's responsibility. This means completely off premises. NO Large items or electronics are to be left around the dumpsters or trash pick-up area. Costs incurred to remove these items will be charged to the tenant. If the property has City Garbage & Recycling service provided it is the tenants responsibility to place the trash and or recycle bins in the appropriate location specified by the City of La Crosse. Removal of excessive garbage by the landlord will be billed to the tenants at \$45.00 per "man-hour" plus disposal fees.

Tenant Initials _____

21. Maintenance

The tenant agrees to notify the **AGENT FOR MAINTENANCE** immediately by placing a maintenance request online at WWW.BiondoRentals.com or by phone. If your request is not being taking care of in a reasonable amount of time, you may phone at 608-799-1550. Voice mail messages should include the tenant's name, address, apartment number, and a detailed description of the problem, damage, or needed repair.

Tenant agrees to pay \$45.00 per man-hour plus a \$50.00 trip charge plus materials and a \$50 administrative fee for any repair or excessive cleaning work where the need for this work or the cause of the problem was the fault or responsibility of the tenant. Example: broken window, broken or missing screen, foreign article stuck in toilet, broken off key. These charges also apply to any damage repair or excessive cleaning work after the tenant vacates.

Tenant Initials _____

22. Insurance & Liability

The landlord is **NOT** responsible for any loss or damage to tenants' personal property of any kind caused by, but not limited to fire, theft, vandalism, flooding or weather events. Landlord does **NOT** provide any insurance for tenants' personal property. The tenant is responsible for

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

purchasing insurance to cover their personal property on any portion of the premises and for tenant's liability to others. Tenant agrees to hold landlord harmless for damages such as but not limited to flood, sewer backup, roof leak, lightning, etc. Landlord is not responsible for property damaged by sprinkler system. Landlord will have risk to loss of the property, except tenant's personal property, resulting from fire, windstorm, hail, lightning, tornado, or like casualty. Landlord will have the option to repair or replace the property, or declare this lease terminated at the date of such loss or destruction. Landlord is not responsible for housing costs due to displacement of tenants.

Tenant Initials _____

23. TENANT DISPUTES

The Landlord will arbitrate any dispute that arises between tenants. This includes property use or any such matter relative to the tenants. The Landlords decision is final.

The tenants are jointly and severally responsible for the entire rent for the apartment, even though they may choose to divide the rent between themselves. Tenants are jointly and severally responsible for all the terms of the lease.

Tenant Initials _____

24. Misuse or Damage of Fire Protection Systems or equipment.

Any false alarm, "Accidental or Intentional" that requires a response by A-1 Fire Protection, the Landlord, Agent for Maintenance or City of La Crosse officials will result in a fine of \$300.00 levied against the tenants residing in the unit from which the event was caused. Any subsequent damage as a result of the event to any part of the premises will also be charged back to the rental unit from which the event occurred. This includes damages caused by guests. In the event the responsible rental unit cannot be identified the Landlord will have the absolute authority to charge the rental unit thought to be responsible even if "SUFFICIENT EVIDENCE" is lacking. If the landlord cannot determine the persons responsible, the Landlord can elect to charge all rental units located on the premises equally. Fire Protection Systems are in place for your safety and tampering with them is taken very seriously.

Tenant Initials _____

25. Laundry Rooms & Laundry Equipment

The Laundry room equipment is to be used only for washing and drying items for which it was designed. Do not use flammable cleaning solutions or dye clothing in the washing machines. You are REQUIRED to remove any lint from the dryer following the drying cycle. Not removing the lint is a fire hazard and may damage the machine or worse. Tenants will be responsible for damage to appliances as a result of misuse. Use of the laundry equipment is voluntary and at the

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

tenants risk. The Landlord may elect to remove or replace laundry equipment at any time during the lease period including but not limited to increasing the “Vend-Price” of any such equipment. The Tenants may NOT disconnect the laundry equipment for any reason without the express written permission of the landlord. In the event of equipment malfunctions or failures the landlord in under NO obligation to replace or repair the equipment during the lease period.

Tenant Initials _____

26. Lease Agreement

All Leases begin at 12:00 pm on the first day of the lease and end at 12:00pm on the last day of the lease. You must have at least on designated tenant check in and collect all the apartment keys no later then June 10th. All keys are supplied at the same time.

Tenants are aware that the first and/or last day of the lease may not be the first and /or last day of a month, and there will be no rent reduction for these days in that month.

Tenants are jointly and severally responsible for the entire rent of the apartment, even though they may choose to divide the rent between themselves. Tenants are Jointly and severally responsible for all the terms of the lease, regardless of which individual household member may have defaulted on payment or caused the charge, ALL tenants are considered liable until the account is paid in full.

We begin releasing the apartments starting September 15th. If we have not received notification that you plan to renew your lease prior to that date we will assume we can start showing your apartment to prospective tenants with proper notice.

Tenant Initials _____

27. Maintenance & Maintenance Emergencies

Tenants agree to notify landlord/manager/agent for maintenance immediately by phone at (608) 799-1550. If your request has not been taken care of through the online maintenance request system at Biondorentals.com. ALL maintenance requests must be submitted on line before calling with the exception of emergencies.

Tenant shall maintain the premises under the tenants control in a clean and good general condition equivalent to the condition at the start of the lease and reflective of the “Check-In Report”. Tenant is responsible for minor repairs including, but not limited to replacement of light bulbs, filters, etc. Please contact landlord if assistance is needed.

BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS

All Rental Units are rented in “as is” condition, however, we do our best to ensure your apartment is acceptably clean and all repairs are done prior to move in, so if you are unhappy for whatever reason please let us know and we will try to accommodate you.

Tenant Initials _____

28. Moisture

Tenants shall remove any and all visible moisture accumulation including, but not limited to walls, floors, windows, appliances, and fixtures. Tenant shall immediately notify the landlord of the presence of the following: a water leak, standing water inside or outside the residence, a malfunction of any of the heating, air conditioning, ventilation system. Tenant shall be liable for damage due to their negligence in failing to report any issues mentioned above. Please contact the landlord if assistance is needed. If Mold occurs due to neglect the tenants will be charged for damages.

Tenant Initials _____

29. NON-PAYMENT

The landlord is allowed by law to withhold money from your security deposit for tenant damage, non-payment of rent or utility bills.

Tenant Initials _____

30. Security Deposit With-Holdings at the End of the Lease Period.

It is NOT our desire to withhold money from your Security Deposit. Tenants agree to fill out and return the 7-Day “Check-In Report” via US Mail to the Address listed below. At the end of the lease period we will inspect your apartment for damage. Tenants agree that the 7-Day Check-In Report at “MOVE-IN” is what is primarily utilized to establish the baseline condition of the Apartment.

If this report is NOT provided to the Landlord post-marked via US Mail within 7-days from the beginning of the lease period we will Utilize OUR “Check-In” Condition report **and the tenants are subject to That Report as the Baseline Condition of the Apartment- NO EXCEPTIONS.**

IT is the Responsibility of the Tenants to date and Post-Mark the Check-In Report. It must be mailed to;

Biondo Rentals, LLC
PO Box 3716
La Crosse, WI 54602

Biondo Rentals, LLC will provide a receipt via E-Mail to the E-Mail Address listed on the report. Keep this e-mail for you’re records. If you do not receive an E-mail confirmation from Biondo Rentals, The Report was NOT Received.

White Copy to Landlord & Agent

Green, Yellow, Pink, Orange Copies to Tenants

**BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS**

Any Questions regarding any amounts withheld from the security deposit at the end of the lease period should be submitted via E-Mail to; PBIONDO@BiondoRentals.Com for review. We will respond within 60-days or sooner as this is a very busy time of year for us.

We will only communicate with the Tenants or Tenants attorney on these matters, **NOT THIRD PARTIES.**

Biondo Rentals, LLC will reserve the right to utilize additional means as evidence of “Move-In Condition” and “Move-Out Condition” of the apartment such as Pictures or Video of Tenant damage Not Considered to be “Normal Wear & Tear”.

Tenant Initials _____

The Undersigned have read, initialed and understand the rules & regulations # 1 through # 29. Furthermore I/we agree to abide by these rules and regulations set forth in this document of which I have a signed copy. I/we understand that violation of any of these rules & regulations can be grounds for eviction.

I/We are also acknowledging the accuracy of the record below for the purpose of keeping track of any and all payments received upon executing this rental contract. The individual tenant that provides payment for the Security Deposit shall be the designated Tenant that will receive the refunded portion of the Security Deposit and or itemized damages within 21-days of the termination of the lease.

APARTMENT NUMBER: _____

LEASE DATES: FROM _____ TO _____

	Security Deposit	Last Month Rent	First Month Rent
1.			

BIONDO RENTALS, LLC RULES & REGULATIONS FOR TENANTS

1. TENANT PRINT _____	Check #			
	\$ Amount			
1. TENANT SIGN _____	Date Paid			
	2.			
2. TENANT PRINT _____	Check #			
	\$ Amount			
2. TENANT SIGN _____	Date Paid			
	3.			
3. TENANT PRINT _____	Check #			
	\$ Amount			
3. TENANT SIGN _____	Date Paid			
	4.			
4. TENANT PRINT _____	Check #			
	\$ Amount			
4. TENANT SIGN _____	Date Paid			
	5.			
5. TENANT PRINT _____	Check #			
	\$ Amount			
5. TENANT SIGN _____	Date Paid			

**BIONDO RENTALS, LLC
RULES & REGULATIONS FOR TENANTS**

LANDLORD _____ DATE _____

**BIONDO RENTALS, LLC
NON-STANDARD RENTAL PROVISIONS**

The landlord is allowed by law to withhold money from your Security Deposit for tenant damage, waste or neglect or nonpayment of rent or nonpayment of utility bills provided to you by the landlord and specified in the lease.

Additionally these Nonstandard Rental Provisions allow the landlord to withhold money from your Security Deposit for the following four specified items:

NONSTANDARD RENTAL PROVISIONS	TENANTS INITIALS
1. LATE FEES charged for late rent.	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
2. BANK CHARGES for bad checks.	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
3. DAMAGE TO COMMON SPACE	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
4. CHARGES FOR LOST KEYS	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
5. MISUSE OF FIRE SYSTEMS	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
6. RELEASING FEE	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
7. CARPET CLEANING (for excess wear& tear)	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
8. 7-Day Check-In Report	1. _____ 2. _____ 3. _____ 4. _____ 5. _____

The undersigned have read and understand the above listed Nonstandard Rental Provisions. I/we agree with these nonstandard rental provisions of which I have a signed copy.

APARTMENT NUMBER: _____

LEASE DATES: FROM _____ TO _____

. TENANT PRINT _____ TODAY'S DATE _____

1. TENANT SIGN _____

2. TENANT PRINT _____ TODAY'S DATE _____

2. TENANT SIGN _____

3. TENANT PRINT _____ TODAY'S DATE _____

3. TENANT SIGN _____

4. TENANT PRINT _____ TODAY'S DATE _____

4. TENANT SIGN _____

5. TENANT PRINT _____ TODAY'S DATE _____

5. TENANT SIGN _____

Agents For Maintenance
WWW.BiondoRentals.Com

Pat Biondo 608-797-4291

Nikki Biondo 608-769-0203 Maintenance 608-799-1550

White Copy to Landlord & Agent

Green, Yellow, Pink Orange Copies to Tenants

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