

**BERRADA PROPERTIES MANAGEMENT INC.  
RESIDENTIAL RENTAL AGREEMENT**

This Agreement for the premises 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:

TENANT: J [REDACTED] T [REDACTED]

OTHERS: \_\_\_\_\_

PREMISES: 5760 N 91st St, Apt. 3  
Milwaukee, WI 53225

RENT: Rent of \$ 675 for Premises is Due on the First Day of Each Month and is Payable at:

**IN PERSON:**

BERRADA PROPERTIES PAYMENT CENTER  
7795 N POINTE ST  
MILWAUKEE, WI 53224  
(414) 446-5055

**BY MAIL:**

BERRADA PROPERTIES MANAGEMENT  
PO BOX 241191  
MILWAUKEE, WI 53224  
(262) 236-0368

If rent is received after 5pm on the 5th of the month the Tenant shall pay a late fee of \$50 and if rent is not paid in full by 5pm on the 10th of the month, the tenant shall pay an additional late fee of \$50. The tenant also agrees to pay the court fees of \$218 and any additional court and legal fees incurred by the landlord if a summons of eviction is commenced. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations:

**LANDLORD: BERRADA PROPERTIES LLC**

Agent for maintenance, management, service of process, and collection of rents is:

**BERRADA PROPERTIES MANAGEMENT INC.  
P.O BOX 241191  
MILWAUKEE, WI 53224**

**CALL CENTER: (262) 236-0368**

*Extension #2 Maintenance*

*Extension #3 Any Other Inquiries*

**EMAIL: info@berradaproperties.com**

**TERM: MONTH TO MONTH BEGINNING ON** 05 / 01 / 2018

NOTE: An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

**PAGE 1**

**UTILITIES** (IF INCORRECTLY MARKED "LANDLORD" AND TENANT RECEIVES BILL FOR GAS SERVICES, LANDLORD IS NOT RESPONSIBLE FOR CHARGES)

Gas Paid By Tenant ☒ Landlord ☐

Heat Paid By Tenant ☒ Landlord ☐

Hot Water Paid By Tenant ☒ Landlord ☐

Electricity Paid By **Tenant**

Air Conditioning Paid By **Tenant**. Landlord not responsible for replacement, service or repair.

Sewer/Water Paid By **Landlord**

Trash Paid By **Landlord**

Other \_\_\_\_\_

**SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 675 to be held by Landlord or Landlord's agent. The deposit, less any amounts gally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in §704.28(4), Wis. Stats. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in §704.28(1), Wis. Stats. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

**DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit.

**TIME IS OF THE ESSENCE\*:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.

\*Time is of the essence means that a deadline must be strictly followed.

**SPECIAL PROVISIONS: (Strike ONE)**

**DOGS:** ☐ Allowed up to 15LBS Full Grown ☒ **NOT ALLOWED**  
**SATELLITE:** ☐ Allowed (NOT on Building / in grass) ☒ **NOT ALLOWED**  
**PARKING:** ☒ PERMIT ONLY ☐ PARKING FEE \$ \_\_\_\_\_ x \_\_\_\_\_ VEHICLES = \$ \_\_\_\_\_  
☐ OTHER: \_\_\_\_\_ KMK ☐ NOT APPLICABLE

**OTHER:** APPLIANCES, CENTRAL A/C, AND/OR DISH WASHERS ARE NOT INCLUDED WITH YOUR UNIT, nor repaired by Berrada Properties. If available in your unit, your welcome to use, however we will not repair / replace. We will remove them if requested.

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**RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

*Pets and Water Beds are NOT PERMITTED unless indicated otherwise in writing.*

**NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

**CO-SIGNER / Guarantor**

In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

**LANDLORD / AGENT**

Signature



Date:

4-30-18

**BERRADA PROPERTIES**

Print Name

**TENANT**

Signature

Date:

Print Name



Signature



Date:

4/30/2018

Print Name

Signature

Date:

Print Name

Signature

Date:

Print Name

**NOTICE TO VACATE: Lease for Term**—No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy**—Written notice must be received by the other party at least thirty (30) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a calendar month.

**CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

**CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

**POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

**ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

**USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

**CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property.

**MAINTENANCE:** Pursuant to §704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

**BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, 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 fourteen (14) days after the giving of the notice as provided in §704.17, Wis. Stats. These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including §704.07(4) and §704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

**RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

**RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

**REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

**CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.

**RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

**NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

1. As provided in section 106.50 (5m) 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.

(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.

**DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

**ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

**EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

**RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

**CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other arrangements have been made in writing.

**ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

**MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

**SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

**NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

Name: \_\_\_\_\_ Unit: \_\_\_\_\_ Move In: \_\_\_\_\_

## BERRADA PROPERTIES MANAGEMENT INC

Rent is due on the FIRST of each month. Rent received AFTER 5pm on the 5th is considered late and a \$50 late fee will be charged. Rent received AFTER 5pm on the 10th will be charged an additional \$50 late fee. NO EXCEPTIONS.

Once late fees are applied to your account, they will not be removed. NO EXCEPTIONS. When eviction proceedings are started a \$218 court fee will be applied to your account, they will not be waived. NO EXCEPTIONS.

**We accept only money orders/certified cashier's checks payable to:**

**BERRADA PROPERTIES MANAGEMENT INC.**

*NO CASH OR PERSONAL CHECKS.*

Rent payments can be made at your complex office or:

**Pay by Mail:** BERRADA PROPERTIES MANAGEMENT INC  
P O Box 241191, Milwaukee, WI 53224

**Pay in Person:** BERRADA PROPERTIES PAYMENT CENTER  
7795 N Pointe St, Milwaukee, WI 53224

**Pay Online:** Create your free account at [www.berradaproperties.com](http://www.berradaproperties.com)  
• Click on RESIDENT WEB ACCESS (top left)  
• Click CREATE ACCOUNT  
• Enter your account number: **11730**  
• Enter your temporary password: *password*

**Contact Numbers:**

General Info.....	(262) 236-0368 Ext. #4
Maintenance/Repairs Line.....	(262) 236-0368 Ext. #2
Payment/Billing Help.....	(262) 236-0368 Ext. #3

Email: [info@berradaproperties.com](mailto:info@berradaproperties.com)

**WE ENERGIES:** You MUST contact We Energies (1-800-242-9137) and transfer all services into your name BEFORE YOU RECEIVE THE KEYS TO YOUR UNIT. THIS WILL BE CONFIRMED WHEN YOU SIGN YOUR LEASE. NO EXCEPTIONS.

**TENANT**

Signature

Date: *4.30.2018*

Print Name

Signature

Date:

Print Name

## MOVE IN & WE ENERGIES CERTIFICATION

I, \_\_\_\_\_, certify that I have received the keys for my unit, and that I have transferred all WE ENERGIES services into my name, and I agree that as of the signed date below, I am responsible for any WE ENERGIES charges associated with my unit, until I vacate the unit and disconnect services. I understand that if and when I vacate the unit, if I do not make appropriate arrangements to disconnect my services, Berrada Properties is not responsible for any charges/bills accrued as a result.

OFFICE USE ONLY	<b>WE ENERGIES ACCOUNT CONFIRMATION</b>				OFFICE USE ONLY
	WE ENERGIES AGENT: <u>Arline</u>	EXT <u>3206</u>	DATE CALLED: <u>9.4.2015</u>		
	ACCOUNT START DATE: <u>4-30-18</u>		TIME CALLED: <u>4.30.18</u>		

### LANDLORD / AGENT

Signature



Date:

4-30-18

Print Name

**BERRADA PROPERTIES**

### TENANT

Signature



Date:

4.30.2018

Print Name

Signature

Date:

4.30.2018

Print Name

Signature

Date:

Print Name

Signature

Date:

Print Name

## Bed Bug and Roaches Addendum

The goal of this Addendum is to protect the quality of the rented unit's environment from the affects of bed bugs and roaches by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

• **Resident agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs and roaches.**

• Resident acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug and roaches infestation.

• Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bed bugs and roaches. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug and roach infestation.

2. Resident shall report any problems immediately to Owner/Agent. Even a few bed bugs and roaches can rapidly multiply to create a major infestation that spread to other units.

3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:

• Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.

• Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.

• Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.

• Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.

• Wash all machine-washable bedding, drapes and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.

• Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

4. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney fees and pest management fees that Owner/Agent may incur as a result of infestation of bed bugs and roaches in the apartment.

5. Resident agrees to hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.

6. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

**By signing below, the undersigned Resident(s) agree and acknowledge having read and understand this addendum.**

Signature



Date

4.30.2018

Signature

Date

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# Berrada Properties Management Inc.

P.O. Box 241191  
Milwaukee WI 53224  
(262) 236-0368

## Procedure to Vacate Agreement

Tenant: \_\_\_\_\_

Address: **5760 N 91st St, Apt. 3, Milwaukee, WI 53225**

Amount of Security Deposit Held: **\$ 675**

You must turn in a signed, written 30 day notice no later than the 1<sup>st</sup> day of the month prior to the date you wish to vacate the unit. *(Ex: Notice to vacate must be received by the office no later than 3/1, if you plan to vacate by 3/31).* If you fail to move out of the unit by last date of the month your notice will be void and you will be liable for the following month(s) rent. **YOU MAY NOT USE YOUR SECURITY DEPOSIT AS LAST MONTHS RENT. VERBAL/FAXED/EMAIL NOTICES ARE NOT ACCEPTABLE. YOU MUST FILL OUT NOTICE IN PERSON AT THE NEAREST OFFICE. NO EXCEPTIONS.** \_\_\_\_\_ **TENANT INITIALS**

To receive a deposit refund, the unit must be completely clean, and cleaned out. *(Carpets must be cleaned, all items, furniture and garbage/debris must be removed, etc.)* Excluding "normal wear and tear," you will be charged for any cleaning, debris/garbage removal. If there's any damage to the unit, you will be charged for all repairs and labor costs.

You must turn in **ALL KEYS** *(and Garage Remote, if applies)* you received upon moving in, no later than the date you gave notice to vacate. If you fail to return all keys to the unit upon vacating, your security deposit will be forfeited and will be liable for rent *(you will not be successfully vacated until keys have been returned)*. **NO EXCEPTIONS.**

You **MUST** provide a forwarding address upon vacating. If you do not submit a forwarding address, you may not receive your Security Deposit Refund Statement\*. Security Deposit Refund Statements are sent via **USPS Certified Mail 21 business days AFTER** you vacate the unit and all keys are received by our office.

**\*BERRADA PROPERTIES IS NOT RESPONSIBLE FOR UNCLAIMED FUNDS DUE TO RETURNED AND/OR UNCLAIMED CERTIFIED MAIL. NO EXCEPTIONS.**

**By signing this agreement, I understand that I will be charged accordingly if I do not follow this agreement. I agree that I have read and understand the procedure to vacate instructions in this agreement, and my Security Deposit could be forfeited without proper notice to vacate. I also understand that my Security Deposit may NOT be used as my last months rent. NO EXCEPTIONS.**

\_\_\_\_\_  
Signature

4.30.2018  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**BERRADA PROPERTIES MANAGEMENT INC.  
RESIDENTIAL RENTAL AGREEMENT**

This Agreement for the premises 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:

TENANT:

K [REDACTED] M. [REDACTED]

OTHERS:

\_\_\_\_\_  
\_\_\_\_\_

**PREMISES: 10213 W Fond Du Lac Ave, Apt. 237**  
Milwaukee, WI 53224

**RENT:** Rent of **\$710** for Premises is Due on the First Day of Each Month and is Payable at:

**IN PERSON or BY MAIL:**

BERRADA PROPERTIES PAYMENT CENTER  
7795 N POINTE ST  
MILWAUKEE, WI 53224  
(414) 446-5055

**BY MAIL:**

BERRADA PROPERTIES MANAGEMENT  
PO BOX 241191  
MILWAUKEE, WI 53224  
(262) 236-0368

If rent is received after 5pm on the 5th of the month the Tenant shall pay a late fee of \$50 and if rent is not paid in full by 5pm on the 10th of the month, the tenant shall pay an additional late fee of \$50. The tenant also agrees to pay the court fees of \$218 and any additional court and legal fees incurred by the landlord if a summons of eviction is commenced. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations:

**LANDLORD: BERRADA PROPERTIES LLC**

Agent for maintenance, management, service of process, and collection of rents is

**BERRADA PROPERTIES MANAGEMENT INC.**

P.O BOX 241191

MILWAUKEE, WI 53224

**CALL CENTER (262) 236-0368**

BERRADAPROPERTIES.COM

**TERM: 12 MONTHS, BEGINNING 06/01/2016 AND ENDING 05/31/2017**

*NOTE: An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.*

**UTILITIES:** (IF INCORRECTLY MARKED "LANDLORD" AND TENANT RECEIVES BILL FOR GAS SERVICES, LANDLORD IS NOT RESPONSIBLE FOR CHARGES)

Gas paid by	Tenant _____	Landlord <u>X</u>
Heat paid by	Tenant _____	Landlord <u>X</u>
Hot Water paid by	Tenant _____	Landlord _____

Electricity paid by **Tenant**

Air Conditioning paid by **Tenant**. Landlord not responsible for replacement, service or repair.

Sewer/Water paid by **Landlord**

Trash paid by **Landlord**

Other \_\_\_\_\_

 **PAGE 1**

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

**SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of **\$725** to be held by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in §704.28(4), Wis. Stats. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in §704.28(1), Wis. Stats. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

**DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

**TIME IS OF THE ESSENCE\*:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.

*\*Time is of the essence means that a deadline must be strictly followed.*

**SPECIAL PROVISIONS: (Strike ONE)**

**DOGS:** ☐ Allowed up to 15LBS Full Grown ☒ **NOT ALLOWED**

**SATELLITE:** ☒ Allowed (NOT on Building / in grass) ☐ **NOT ALLOWED**

**APPLIANCES ARE NOT INCLUDED WITH YOUR UNIT.** If appliances are in the unit, your welcome to use them, however, Berrada Properties will not repair or replace them. We will remove them if requested.

**OTHER:** **Appliances, Central A/C, and/or Dish Washers are no longer supplied nor repaired by Berrada Properties. If available in your unit, your welcome to use, however we will not repair / replace**

**PARKING:** ☒ PERMIT ONLY ☐ PARKING FEE \$ \_\_\_\_\_ x \_\_\_\_\_ VEHICLES = \$ \_\_\_\_\_  
☐ OTHER: \_\_\_\_\_ ☐ NOT APPLICABLE

**RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

*Pets and Water Beds are NOT PERMITTED unless indicated otherwise in writing.*

**PAGE 2**

**NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

**CO-SIGNER / Guarantor**

In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

**LANDLORD / AGENT**

Signature

*X Berrada Properties*

Date:

*6/1/16*

Print Name

**BERRADA PROPERTIES**

**TENANT**

Signature

[REDACTED]

Date:

*X 06-001-16*

Print Name

Signature

Date:

Print Name

Signature

Date:

Print Name

Signature

Date:

Print Name

**PAGE 3**

*CC*

**NOTICE TO VACATE: Lease for Term.**— No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term. Nonetheless, both and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original lease term and if so, enter into a new rental accordingly. **Month to Month Tenancy.**— Written notice must be received by the other party at least thirty (30) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a calendar month.

**CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

**CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

**POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

**ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

**USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

**CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property.

**MAINTENANCE:** Pursuant to §704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

**BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, 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 fourteen (14) days after the giving of the notice as provided in §704.17, Wis. Stats. These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including §704.07(4) and §704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

**RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

**RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

**REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

**CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.

**RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

#### **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

1. As provided in section 106.50 (5m) (d) 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.

(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.

**DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

**ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

**EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

**RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

**CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other arrangements have been made in writing.

**ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

**MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

**SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

**NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

# LATE FEES & COURT FEES POLICY ONLINE PAYMENT INSTRUCTIONS

RENT IS DUE ON THE **FIRST** OF EACH MONTH. ANY RENT RECEIVED AFTER THE **5TH** OF THE MONTH **AFTER 5PM** WILL BE CHARGED A **\$50** LATE FEE ON THE 6TH OF THE MONTH. ANY RENT RECEIVED AFTER THE **10TH** OF THE MONTH **AFTER 5PM** WILL BE CHARGED AN **ADDITIONAL \$50** ON THE 11TH OF THE MONTH. **NO EXCEPTIONS.**

**ONCE LATE FEES ARE APPLIED TO YOUR ACCOUNT THEY WILL NOT BE WAIVED.**

ONCE WE APPLY **COURT FEES OF \$218** TO YOUR ACCOUNT **THEY WILL NOT BE WAIVED**, EVEN IF YOU PAY BEFORE YOU'RE SERVED THE EVICTION SUMMONS. WE PAY THE \$218 COURT FEES ON THE DAY IT'S APPLIED TO YOUR ACCOUNT. WE WILL NO LONGER ACCEPT CASH PAYMENTS AT ANY OF OUR COMPLEX OFFICES. **NO EXCEPTIONS.**

WE ACCEPT ONLY MONEY ORDERS OR CERTIFIED CASHIER CHECK PAYABLE TO:  
**BERRADA PROPERTIES MANAGEMENT INC.**

RENT PAYMENTS CAN BE MADE AT YOUR COMPLEX OFFICE OR:

**IN PERSON or BY MAIL:**

BERRADA PROPERTIES PAYMENT CENTER  
7795 N POINTE ST  
MILWAUKEE, WI 53224

**BY MAIL:**

BERRADA PROPERTIES MANAGEMENT  
PO BOX 241191  
MILWAUKEE, WI 53224

**OR you can view and PAY ONLINE. To create your FREE account, go to:**  
**WWW.BERRADAPROPERTIES.COM**

1. Click on **RESIDENT WEB ACCESS** at top (left) of page, click **Create New Account**
2. Enter your account number: **7208**
3. Enter password: **password**
4. Follow each prompt to create a user name and password to your Online Account

*For Assistance with your account, contact the Payment Center at 414-446-5055, Mon-Fri 9am-5pm or by email 24/7... [BPpaycenter@outlook.com](mailto:BPpaycenter@outlook.com)*

**TENANT**

Signature

Date:

Print Name

Signature

Date:

06-01-16.

Print Name

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## MOVE IN & WE ENERGIES CERTIFICATION

I, [REDACTED] certify that I have received the keys for my unit, and that I have transferred all WE ENERGIES services into my name, and I agree that as of the signed date below, I am responsible for any WE ENERGIES charges associated with my unit, until I vacate the unit and disconnect services. I understand that if and when I vacate the unit, if I do not make appropriate arrangements to disconnect my services, Berrada Properties is not responsible for any charges/bills accrued as a result.

OFFICE USE ONLY	<b>WE ENERGIES ACCOUNT CONFIRMATION</b>		OFFICE USE ONLY
	WE ENERGIES AGENT: _____ ext _____	DATE CALLED: _____	
	ACCOUNT START DATE: _____	TIME CALLED: _____	

### LANDLORD / AGENT

Signature

*Berrada Properties*

Date:

*6/1/16*

Print Name

**BERRADA PROPERTIES**

### TENANT

Signature

Date:

Print Name

[REDACTED]

Signature

[REDACTED]

Date:

*06-01-16*

Print Name

Signature

Date:

Print Name

Signature

Date:

Print Name

*OC*

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## Bed Bug and Roaches Addendum

The goal of this Addendum is to protect the quality of the rented unit's environment from the affects of bed bugs and roaches by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

**• Resident agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs and roaches.**

- Resident acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug and roaches infestation.
- Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bed bugs and roaches. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug and roaches infestation.
2. Resident shall report any problems immediately to Owner/Agent. Even a few bed bugs and roaches can rapidly multiply to create a major infestation that spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:
  - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
  - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
  - Wash all machine-washable bedding, drapes and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
  - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney fees and pest management fees that Owner/Agent may incur as a result of infestation of bed bugs and roaches in the apartment.
5. Resident agrees to hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.
6. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

**By signing below, the undersigned Resident(s) agree and acknowledge having read and understand this addendum.**

X  \_\_\_\_\_ 06-01-16,  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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# Berrada Properties Management Inc.

P.O. Box 241191

Milwaukee WI 53224

(414) 354-5155 or (414) 446-5055

## Procedure to Vacate Agreement

Tenant: \_\_\_\_\_

Address: 10213 W Fond Du Lac Ave, Apt. 237, Milwaukee, WI 53224

Amount of Security Deposit Held: \$725

You must turn in a signed, written 30 day notice no later than the 1<sup>st</sup> day of the month prior to the date you wish to vacate the unit. *(Ex: Notice to vacate must be received by the office no later than 3/1, if you plan to vacate by 3/31).* If you fail to vacate the unit by your submitted notice to vacate date, you will be charged for each day surpassing your expired notice. **YOU MAY NOT USE YOUR SECURITY DEPOSIT AS LAST MONTHS RENT. NO EXCEPTIONS**

To receive a deposit refund, the unit must be completely clean, and cleaned out. *(Carpets must be cleaned, all items, furniture and garbage/debris must be removed, etc)* Excluding "normal wear and tear," you will be charged for any cleaning, debris/garbage removal. If there's any damage to the unit, you will be charged for all repairs and labor costs.

You must turn in **ALL KEYS** *(and Garage Remote, if applies)* you received upon moving in, no later than the date you gave notice to vacate *(you will not be successfully vacated until keys have been returned).* If you fail to return all keys to the unit upon vacating, you may be charged up to \$500 to replace all necessary locks.

You **MUST** provide a forwarding address upon vacating. If you do not submit a forwarding address, you may not receive your Security Deposit Refund Statement\*. Security Deposit Refund Statements are sent via **USPS Certified Mail 21 business days AFTER** you vacate the unit and all keys are received by our office.

**\*BERRADA PROPERTIES IS NOT RESPONSIBLE FOR UNCLAIMED FUNDS DUE TO RETURNED AND/OR UNCLAIMED CERTIFIED MAIL. NO EXCEPTIONS.**

**By signing this agreement, I understand that I will be charged accordingly if I do not follow this agreement. I agree that I have read and understand the procedure to vacate instructions in this agreement, and my Security Deposit could be forfeited without proper notice to vacate. I also understand that my Security Deposit may NOT be used as my last months rent. NO EXCEPTIONS.**

\_\_\_\_\_  
Signature

06-01-16  
Date

Signature

Date

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# Berrada Properties

## OFFICIAL 30 DAY NOTICE TO VACATE

Only a Proper 30 Day Notice Will Be Accepted • Proper 30 Day Notice Must Be Received No Later Than the 1<sup>st</sup> Day of the Month, No Less Than 30 Days Prior to the Expected Date to Vacate.

EXAMPLE: To Vacate by Dec 31<sup>st</sup>, Notice **MUST** be Received **NO LATER** than December 1<sup>st</sup>

**•PROPER NOTICE MUST BE RECEIVED BY THE 1<sup>ST</sup> AND DATED TO VACATE THE LAST DATE OF THE MONTH•**

Date Submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tenant Name: \_\_\_\_\_

Address: 10213 W Fond Du Lac Ave, Apt. 237, Milwaukee, WI 53224

I am hereby submitting my Official 30 Day Notice to Vacate the above listed unit, and will return all keys received upon moving in, no later than:

Expected Move Out Date: \_\_\_\_\_ 28<sup>th</sup>/30<sup>th</sup>/31<sup>st</sup> \_\_\_\_\_  
MAY ONLY EXTEND TO THE LAST DATE OF THE MONTH MONTH LAST DATE OF MONTH (CIRCLE ONE) YEAR

By Signing & Submitting this notice, I understand that ***I May Not Use My Security Deposit As My Last Months Rent.*** I also understand that this notice ***HAS NOT BEEN ACCEPTED UNLESS*** it has been ***DATED PROPERLY, SUBMITTED ON TIME & SIGNED*** by a Berrada Properties Agent.

This notice has been accepted by \_\_\_\_\_ on this date of: \_\_\_\_\_  
Agent Initials

in Milwaukee, WI, via Official Agent of Berrada Properties.

Forwarding Address: \_\_\_\_\_

If unknown at time of submission,  
please fill in when keys are  
returned.

Phone Number(s): \_\_\_\_\_

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

