

# KOS Management

1270 Main Street • Green Bay, WI 54302  
(920) 432-9230



## 1. Apartment Lease - PCN4, SYC1&2

### 1.1 THIS LEASE

THIS LEASE ("Lease") is made as of <<Lease Creation Date>> between **KOS HATCHERIES, LLP** (Landlord) and <<Tenants (Financially Responsible)>> (Lessee/s).

### 1.2 PROPERTY

Subject to the terms and conditions of this Lease, and in reliance of the information contained on Lessee/s application for rent, Landlord leases to Lessee/s apartment located at <<Unit Address>>.

### 1.3 TERM

The initial term of this lease shall be: <<Lease Term (Months)>>. The first day of lease term: <<Lease Start Date>>. The last day of the lease term: <<Lease End Date>>.

### 1.4 AGENT

KOS Management ("KM") is the agent for Landlord under this Lease, and is authorized to act for, and on behalf of Landlord with respect to any and all maintenance, management, collection of rents, and service of process, and obligations of Landlord under this Lease.

### 1.5 RENT

Lessee/s shall pay Landlord as rent, without any setoffs, deductions or counterclaims whatsoever, the sum of <<Monthly Charges>>, which includes unit rent plus washer/dryer rent and/or pet rent, IF APPLICABLE, per month ("Rent"), due and payable in advance of or on the first regular business day of each month during the term of this Lease and any renewals or extensions thereof. Subject to the other terms and conditions hereof, Rent shall be mailed or delivered to KM at 1270 Main St., Green Bay, WI 54302 phone number (920) 432-9230.

### 1.6 LATE PAYMENTS & RETURNED CHECKS

A late fee of \$25.00 shall be charged each time a rental payment is delinquent. Late payments are payable with rent. The NSF check charge is an additional \$35.00. In the event of a returned check or online payment, Landlord may, but is not required to, demand that all subsequent rental payments be made in the form of money order, cashier's check. Any rents lost in the mail will be treated as if unpaid until received by Landlord. Unpaid fees may be subtracted from Lessee's security deposit.

### 1.7 UTILITIES

Lessee/s shall pay the following utilities: Electric. Electric is payable to WPS.

### 1.8 DEPOSITS

A Security Deposit of <<Security Deposit Charges>>, which includes your unit security deposit plus key/tag security deposit, garage and/or air conditioner remotes security deposit, and pet security deposit IF APPLICABLE, is to be paid on execution of this Lease. Lessee/s has 7-10 days after moving in to notify Landlord in writing of damages or defects in the premises. No deduction from Lessee/s security deposit shall be made for any damages or defects of which notification is given. **Upon written request**, Lessee/s will be given a written description of physical damage charges to previous Lessee/s security deposit, when the information is available. **Lessee/s shall not apply any portion of the Security Deposit against unpaid rent.** In addition, it is agreed that Lessee/s shall pay an **additional deposit of \$2.00 per key**, refundable after termination of residency and return of keys. There is an **additional deposit of \$60.00 for garage door remote(s)**, refundable after termination of residency and return of the opener(s). The reasonable cost of repairing any damages caused by Lessee/s, normal wear and tear excepted, will be deducted from the security deposits.

### 1.9 RULES & REGULATIONS

Lessee/s agrees to comply with all rules and regulations regarding the premises, or the building, of which the premises are a part. Landlord, in its reasonable judgment, may create these rules from time to time, provided that Lessee/s shall have received written notice thereof. These rules and regulations include, but are not limited to the following:

1. Lessee/s must give a  twenty-eight (28) day  forty-five (45) day written notice to Landlord before vacating premises.
2. All charges regarding telephone installation are the Lessee/s responsibility.
3. When heat or air conditioning is in use, windows and doors will be closed. Energy conservation is to be practiced.
4. There is to be no smoking at any entrance to the building, including patio and/or garage door, in the hallway or in the laundry room.
5. No boats, trailers, unused, inoperable, or unlicensed vehicles may be parked or stored for any length of time on the premises, inside the garage(s) or in any parking area of the premises. No repair of vehicles on the premises, inside the garage(s) or in any parking area of the premises. Any of the afore mentioned vehicles can be towed at vehicle owners expense.
6. There should be no pets and/or visiting pets allowed on the Property except as noted on lease Pet Addendum.
7. Only small nails or pins are to be fastened to the walls. Anchorments may be used when needed. All fasteners are to be left in the walls upon move out.
8. Only  one (1)  two (2) vehicle/s is/are allowed per apartment. Where a garage is furnished with an apartment, each garage stall is one of the parking spaces allowed per apartment. Lessee/s must notify Landlord if guest will be parking for **(3) days or more**. Parking tags **must** be used and visible on all Lessee/s vehicles. Unauthorized vehicles may be towed at vehicle owner's expense.
9. Liability Insurance is required for all residents. Certificate of Insurance must be available to landlord at Move-In. (see Insurance Addendum) It is highly recommended that all residents have renters/content insurance.
10. Hallways shall not be used as storage areas. Absolutely nothing is to be left standing in the common areas. Lessee/s will be billed for removal and storage of Lessee's personal property.
11. Patios and balconies shall not be used for storage with the exception of patio furniture.
12. Grills may not be used closer than 15 feet from building.
13. At least once per year, Management will enter your apartment, with at least a 12-hour advance notice, to do preventative maintenance. Minor maintenance requests may be handled at this time.
14. Lessee/s will comply with Landlord's recycling program. (see "Apartment Rules")

#### 1.10 THIS AGREEMENT IS NOT AUTOMATICALLY RENEWED

Landlord and Lessee/s must agree if the Lease is to be renewed. A  twenty-eight (28) day  forty-five (45) day written notice is required, prior to the end of the Lease term, if the Lessee/s are to vacate at the end of the Lease Term. During any period of hold-over Lessee/s shall be deemed to be occupying the Property as a Lessee/s from month-to-month, subject to all the terms and conditions of this Lease.

#### 1.11 LANDLORD'S RIGHT TO ENTER

Landlord may enter the premises at reasonable times and with a 12-hour advance notice, (with or without Lessee/s permission) to inspect the premises, make repairs, show the premises to prospective Lessee/s 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 Lessee/s. No advance notice is required in the event of a health or safety emergency or where entry is necessary to preserve and protect the residence from damage, in a Lessee/s absence

#### 1.12 VACATION OF PREMISES

Lessee/s agrees to vacate the premises at the end of the lease term or the extended lease term **having given a**  twenty-eight (28) day  forty-five (45) day written notice and promptly deliver the keys and parking tags to the Landlord. Lessee/s will be charged double rent for any holdover days as allowed pursuant to Wis Stat section 704.27.

#### 1.13 ABANDONMENT BY LESSEE/S

If Lessee/s are absent from the premises for three consecutive weeks without notifying Landlord **in writing** of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned. Breach of Lease liability will apply if proper notice and/or expiration of Lease have not occurred.

#### 1.14 DISPOSAL OF LESSEE/S PROPERTY

If Lessee/s shall leave any property on the premises after vacation or abandonment of the premises, Lessee/s shall be deemed to have abandoned the property, and Landlord will not store property with the exception of medical goods and will dispose of the property as provided by law. If the personal property that the tenant leaves behind is prescription medication or prescription medical equipment, the landlord shall hold the property for 7 days from the date on which the landlord discovers the property. After that time, the landlord may dispose of the property in the manner that the landlord determines is appropriate, but shall promptly return the property to the tenant if the landlord receives a request for its return before the landlord disposes of it.

#### 1.15 LESSEE/S OBLIGATIONS

During the lease term, as a condition of Lessee/s continuing right to use and occupy the premises, Lessee/s agrees and promises:

1. To use the premises for residential purposes by Lessee and to comply with local ordinances regarding occupancy. No businesses may be conducted on the premises.

2. Not to make or permit use of the premises for any unlawful purpose that will injure the reputation of Landlord, 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 insurance 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 Lessee/s in the building in which the premises are located. If Landlord receives two (2) noise complaints, Landlord may, at its sole discretion, deem Lessee to be in breach of the Lease.
5. Not to keep in or about the premises any pet unless specifically authorized by Landlord as provided in this lease.
6. To obey all lawful orders, rules and regulations of all governmental authorities.
7. To keep premises in clean and habitable condition and in as good repair as at the beginning of the lease term, normal wear and tear accepted.
8. Upon move out, Lessee/s agrees to leave the heat on with the thermostat set at 62 degrees Fahrenheit. Lessee/s agrees to maintain a reasonable temperature in cold weather to avoid damage to the premises. If damage results from Lessee/s failure to maintain a reasonable amount of heat, Lessee/s shall be liable for damages. The refrigerator must be left plugged in and on to prevent odor and damage.
9. Unless Lessee/s has specific written consent of Landlord, not to do or permit any of the following:
  - Paint upon, attach, and exhibit in or about the premises any sign or placard.
  - Alter or redecorate the premises.
  - Attach or affix anything to the exterior of the premises of the building in which unit is located. This includes, but is not limited to: satellite dishes, antennas and clotheslines.
10. Not to permit any guest or invitee to reside in the premises exceeding two weeks                      without written consent of Landlord.

#### 1.16 BREACH OF LEASE

If breach be made in the payment of rental or any other charges payable under this Lease by Lessee/s, or any Lease or Nonstandard Rental Provision, and such breach shall continue for five days after written notice shall have been given to the Lessee/s, or breach be made in any other terms or conditions under this Lease and such breach shall continue for 15 days after, then Lessee/s shall be in default of this Lease, and Landlord shall have any and all rights and remedies provided by law for default of Lease. Such remedies may include termination of this Lease and the institution of an action to expel Lessee/s from the Property without limiting the liability of Lessee/s for the Rent due or to become due under this Lease. Lessee/s is responsible for rent and costs incurred by Landlord under Chapter §704.19 and §704.21 of Wisconsin Statutes.

#### 1.17 DAMAGE BY CASUALTY

If casualty renders the premises untenable, then Landlord shall have the ability, for a period of ten (10) days, to determine whether or not it will repair the premises. In the event that Landlord chooses not to repair the premises, or the premises cannot be repaired within a reasonable time, then Lessee/s shall have the ability to terminate this Lease.

#### 1.18 LIABILITY OF MULTIPLE LESSEE/S

All Lessee/s, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Lease.

#### 1.19 NON-ASSIGNMENT OF LEASE

Lessee/s agrees not to assign this Lease or to sublet any part of the Property, nor to allow any other person to live there other than named as above, without first receiving written permission from Landlord.

#### 1.20 MEGAN'S LAW

Megan's Law requires we advise new residents where they can call to inquire about sex offenders in their neighborhood. You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at [www.parentsformeganslaw.org](http://www.parentsformeganslaw.org) or by phone at 1-888-275-7365.

#### 1.21 REMOVAL OF LANDLORD'S PROPERTY

If anyone removes any property belonging to Landlord without the express written consent of Landlord, Lessee/s agrees that Landlord shall have the right to take legal action, including, but not limited to, criminal charges for theft and civil charges for destruction of personal rental property.

#### 1.22 CODES & RESIDENT INFORMATION: NAME, PHONE NUMBER, EMAIL ADDRESS

Building Entrance Code:  Garage Number:  Garage Code:  Tag(s)#:

Garage Remotes: \_\_\_\_ Air Conditioner Remotes: \_\_\_\_

<<Tenant Contact Information>>

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1.23 SIGNATURE/S

IN WITNESS WHEREOF, the parties have executed this Lease on \_\_\_\_\_.

DATE

\_\_\_\_\_

LESSOR

**GUARANTEE**

In consideration of Landlord's agreement to this  
Lease, the undersigned guarantee(s) the payment  
Of all amounts due under the lease and performance  
Of the covenants by Lessee/s.

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
GUARANTOR DATE

\_\_\_\_\_  
GUARANTOR DATE

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
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## 2. APARTMENT RULES

### 2.1 KOS MANAGEMENT

<<Unit Address>>

Lessee/s agrees to comply with all rules and regulations regarding the premises, or the building of which the premises are a part. Landlord, in its reasonable judgment, may create these rules from time to time, provided that Lessee/s shall have received written notice thereof.

\_\_\_\_ PETS

**Initial** NO PETS are allowed at any time, including visiting pets, except as specifically allowed by Lessor in writing. (see Pet Addendum)  
Lessee/s that have authorized pets must clean up after them immediately.

\_\_\_\_ PARKING

**Initial** Parking tags are required on all resident vehicles. Tags must be returned upon move-out. There is a \$5.00 charge for each lost tag.

\_\_\_\_ SNOW REMOVAL

**Initial** Lessee/s agrees to move vehicle/s according to snow removal policy.

\_\_\_\_ MAINTENANCE

**Initial** Emergency service is available 24 hours a day. Non-emergency maintenance will be done during regular business hours. Repairs caused by Lessee/s negligence or misuse will be billed to the Lessee/s. Negligence or misuse includes, but is not limited to, plugged disposals or toilets that require plunging only. Service call charges vary according to time spent and/or special conditions.

\_\_\_\_ SMOKE DETECTOR

**Initial** Lessee/s shall contact KOS Management if smoke detectors or alarm systems are making noise/going off.

\_\_\_\_ SMOKING POLICY

**Initial** No smoking in hallways or at entrances to the building. No cigarette butts shall be disposed of on lawns, in shrubs, on sidewalks and/or driveways.

\_\_\_\_ PORCHES, BALCONIES, PATIOS, AND HALLS

**Initial** Will be kept free of trash and mud. Only patio furniture can be used or stored on patios, and balconies.

\_\_\_\_ RECYCLING/GARBAGE

**Initial** Recycling & garbage dumpsters can be found next to the garage. Lessee/s garbage entrance is located inside the service door of the garage. Furniture, appliances, tires, electronics, etc shall not be left around dumpsters, For large disposal items call Brown County Resource Recovery at (920) 492-4950 or www.browncountyrecycling.org or City of Green Bay Department of Public Works at (920) 448-3100 or http://greenbaywi.gov/publicworks/trash for information.

\_\_\_\_\_  
MOVING OUT

**Initial** It is necessary to provide a  twenty-eight (28) day  forty-five (45) day **written notice in advance** when vacating your apartment. Failure to move and surrender the apartment on the date specified will result in a Holdover. Double rent will be charged for each day of the Holdover. Contact the office if you have questions regarding your move-out.

\_\_\_\_\_  
CARPETS

**Initial** Must be cleaned by a licensed, insured professional. If a pet caused damage, the contracted person must be able to black-light and repair or recommend replacement. A paid receipt can be turned in with keys or Kos Management’s contractor can be used and Lessee/s shall be billed after completion.

I have read these rules, understand them, and agree to comply with them.

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSOR DATE

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
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### 3. CARBON MONOXIDE DETECTOR NOTICE

#### 3.1 KOS MANAGEMENT

<<Unit Address>>

State Law requires that an owner of a residential property install a carbon monoxide detector in apartment buildings that have a fuel-burning appliance no later than April 1, 2010. Depending on where the fuel-burning appliance is located in the building, the alarm will be located in a basement, hallway or apartment. Carbon monoxide detectors are in the apartment.

Kos Management has installed carbon monoxide detectors that bear an Underwriters Laboratories, Inc., listing mark or similar mark from an independent product safety certification organization and has installed the detectors according to the directions and specifications of the manufacturer.

State law also requires Kos Management to reasonably maintain every carbon monoxide detector in the residential property in the manner specified in the instructions for the detector.

A resident must provide the owner with written notice if a detector is not functional or has been removed by a person other than the resident. Kos Management must repair or replace the detector within five (5) days after receipt of written notice by the resident.

Kos Management is not liable for damages resulting from any of the following:

1. a false alarm from a detector that was reasonably maintained.
2. the failure of a detector to operate properly if that failure was the result of tampering, removal or destruction of the detector by a person other than the owner, or
3. the result of a faulty detector that was reasonably maintained by the owner.

Resident acknowledges they will report any alarm from detector in the apartment.

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LESSEE DATE

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LESSEE DATE

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LESSEE DATE

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LESSEE DATE

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LESSOR DATE

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. LEASE ADDENDUM: 704.14 Notice of Domestic Abuse Protections

### 4.1 KOS MANAGEMENT

<<Unit Address>>

There has been a change in Wisconsin Statutes regarding Domestic Abuse Protections. Your lease prohibits unauthorized persons from residing in your apartment. All residents must have an approved application on file before moving in. We screen residents before they move in to prevent problems from occurring. However, we realize even qualified residents can have problems. If this occurs, take the steps in WI STATUTE 704.14 to keep yourself and other safe.

**704.14 Notice of domestic abuse protections.** A residential rental agreement shall include the following notice in the agreement or in an addendum to the agreement:

NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statues, 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 statues. 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 statues governs in all instances.

History: 2013 1. 76.

Table with 2 columns: LESSEE, DATE. Multiple rows for signature and date entry.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_
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5. MULTIPLE OCCUPANCY ADDENDUM (ROOMMATES)

5.1 KOS MANAGEMENT

ADDENDUM TO AND MADE PART OF A LEASE AGREEMENT BEGINNING <<Lease Start Date>> AND ENDING <<Lease End Date>> BETWEEN LESSOR, Moski Corporation AND LESSEE(S) <<Tenants (Financially Responsible)>> FOR THE PREMISES KNOWN AS <<Unit Address>>.

In consideration of the agreement between «landlord» and the above named Lessee/s to lease the above stated apartment to the Roommates (Lessee/s) listed above, the Roommates agree to the following:



1. Each Roommate listed above is jointly and severally liable for the performance of the Lease Agreement to which this Addendum is attached. This means that each Roommate is fully responsible for all rents on the apartment and for fulfilling all terms of the Lease Agreement.
2. Rent is due and payable under the terms in the Lease Agreement. All roommates are responsible for the full amount due. If a portion of rent remains unpaid, all roommates will be pursued for payment as provided by law.
3. All Roommates are responsible for fulfilling the initial lease contract. Roommate substitutions or changes will be permitted with Management approval only.
4. Security Deposits will be held for the entire term of the Lease Agreement. If one Roommate shall vacate the apartment while another remains, the Roommates shall settle disposition of the Security Deposit among themselves. Security Deposit refunds will be made jointly to Roommates on the Lease Agreement at the time the apartment is vacated, unless separate checks are requested in writing. Copies of the Security Deposit transmittal and check/s will be mailed to the forwarding addresses of all the Roommates within twenty-one (21) days. Any other disposition of Security Deposit must be requested in writing by all roommates, no later than with the return of the keys and tags.
5. If there are any damages or rent owing when the apartment is vacated, all Roommates will be equally liable, and Management may, at its sole discretion, pursue collection from any one or all Roommates.

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

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LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

By initialing below, you acknowledge and agree to the terms in Section 5.

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## 6. NON-STANDARD RENTAL PROVISIONS

### 6.1 KOS MANAGEMENT

<<Unit Address>>

1. \_\_\_\_ Lessee/s agrees to reimburse Landlord for restoring or replacing smoke damaged carpet, if there is strong smoke odor. Lessee/s agrees and acknowledges that Landlord shall have the right to have stains and bleach spots removed by cleaning, dyeing, or bonded insert at Lessee/s expense. These costs will be deducted from Security Deposit at time of move-out, if they are not paid for prior to moving. If the damage is extensive – carpet will be replaced. The expense will be deducted from security after cost is depreciated for wear. Carpet should be cleaned, during occupancy, as needed to help prevent these problems.
2. \_\_\_\_ Lessee/s agrees to reimburse Landlord for cost of applying blocking agent where smoke and/or soot damage has occurred. These costs will be deducted from Security Deposit at time of move-out, if they are not paid for prior to move-out.
3. \_\_\_\_ Lessee/s agrees to reimburse landlord for the costs of removing excessive or strong odor.
4. \_\_\_\_ All charges, which are invoiced during tenancy, will be deducted from Security Deposit at time of move-out, if they are unpaid. These charges include, but are not limited to, maintenance invoices, contractor invoice for tenant caused damages, NSF charges, late fees, recycle charges and lockout calls.

5. \_\_\_\_ Charges for parking tags or keys not returned at move-out will be deducted from the Security Deposit in the amount of **\$5.00** per tag and **\$2.00** per key. Garage Door Remote(s) and Air Conditioner Remote(s), if not returned at move-out, will result in a charge deducted from Security Deposit in the amount of **\$60.00** for each garage remote.
6. \_\_\_\_ Early termination, vacation, or abandonment of the premises, unless previously agreed to in writing by the Landlord, before the end of the lease term, will result in the following costs, which Lessee agrees are deductible from the security deposit:
  - Rent and all unpaid utility charges through the end of the lease term unless Landlord, through reasonable efforts, is able to relet the premises. Lessee will not be responsible for rent and utilities once Landlord relets the premises and the new resident moves in.
  - Return of free rent.
  - Costs to relet the premises including costs to advertise, commission and/or bonus paid by the Landlord.
  - \_\_\_\_ Other negotiated Non-Standard Rental Clause.

The above Non-Standard Rental Provisions have been discussed. They are agreed to by All parties to this Rental Agreement.

\_\_\_\_\_  
 LESSEE DATE

\_\_\_\_\_  
 LESSEE DATE

\_\_\_\_\_  
 LESSEE DATE

\_\_\_\_\_  
 LESSEE DATE

\_\_\_\_\_  
 LESSOR DATE

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
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## 7. PET ADDENDUM

### 7.1 KOS MANAGEMENT

<<Unit Address>>

The Lease covering the Premises provides that no pets are permitted on or about the Premises without Landlord's prior written consent. Lessee/s is/are hereby permitted to have only the following described Pet(s), subject to the terms and conditions of the Pet Addendum:

Type of Pet: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Pet's Age: \_\_\_\_\_ Pet's Weight: \_\_\_\_\_

1. Pet Application Form must be approved.

2. Only domestic caged birds, hamsters and fish are permitted, anything else must be approved by Management. Cats and Dogs are permitted at some locations.
3. No animal shall be kept or bred for commercial purposes.
4. Total number of birds, hamsters, cats or dogs per apartment is limited to (2) two.
5. No pets are permitted to run at large. All pets must be kept contained/leashed at all times when on the grounds.
6. All damage created by a pet is the sole responsibility of the pet owner. If there is an odor problem, and/or possible urine damage reported by a neighbor or a Kos Employee, apartment will be inspected by management. During the inspection, if there is a possibility of urine damage, Management will contact a contractor to test for the presence of urine. If urine is found, Management will determine what action must be taken. Damage to property will be repaired by management. Testing and repair costs billed to the pet owner. This may include carpet and pad replacement.
7. Pet owners shall clean up after their pet properly and immediately. If necessary, reasonable cleanup costs plus a \$25.00 fee for each occurrence will be charged to the pet owner.
8. **Fleas and Ticks** – pets must be kept free of fleas, ticks and other insects and/or parasites. Pet owners will be charged for any extermination costs.
9. Pet Owners are responsible for their own pets and their pets behavior.
10. Pet Applications must be completed for each pet at the time of apartment application is completed. Pet’s residency will be decided on a case-by-case basis. Vicious breeds will not be allowed. (please see ASPCA sheet)

**OTHER COSTS WITH PETS**

There is an additional deposit of \$50.00 for each bird and/or hamster. The deposit for cats is \$200.00 per pet and the deposit for dogs is \$400.00 per pet. The additional rent per month, per animal is \$20.00 for cats and \$40.00 for dogs.

**COMPLAINT PROCEDURE:**

If a pet is being offensive, the offended party must give written details of offense and submit to the Property Manager explaining the offense, time, place, pet description, pet owner’s name, address, etc.

**FEE PROVISION:**

Pet owners are subject to a fee of \$30.00 for any service calls regarding their pet, during normal business hours and \$45.00 after hours.

**PET REMOVAL PROVISION:**

Lessee/s whose pet repeatedly violates this policy will be required by Management to permanently remove the pet from the property. If the pet is not removed, Lessee will be in breach of the Lease.

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSEE DATE

\_\_\_\_\_  
LESSOR DATE

By initialing below, you acknowledge and agree to the terms in Section 7.

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## 8. REQUIRED INSURANCE ADDENDUM

### 8.1 KOS MANAGEMENT

<<Unit Address>>

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRR"). The coverage provided under the LRR will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LRR coverage shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

1. LRR is designed to fulfill the insurance requirement of the Lease Agreement. Lessor is the Insured under the LRR. Lessee is not the insured under the LRR policy.
2. LRR coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRR covers the Lessee's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.
3. It is recommended, but not required, that Lessee have "Renters Insurance" from a source of Lessee's choosing. Landlord shall not be responsible for damage to Tenant's personal property by theft, fire, water, sewer backup, mechanical failure, weather, acts of God, or other casualty loss, except when caused by the negligent acts or omissions of the Landlord.
4. Coverage under the LRR policy may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
5. Licensed insurance agents may receive a commission on the LRR policy.
6. The total cost to the Lessee for the LRR coverage shall be nine dollars and fifty cents (\$9.50) per month.

Scheduling under the LRR policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRR policy will be terminated by the Lessor.

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LESSEE DATE

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LESSEE DATE

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LESSEE DATE

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LESSEE

DATE

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LESSOR

DATE

By initialing below, you acknowledge and agree to the terms in Section 8.

X \_\_\_\_\_  
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## 9. SATELLITE DISH AND ANTENNA ADDENDUM

### 9.1 KOS MANAGEMENT

<<Unit Address>>

Under a Federal Communications Commission Order, you as a resident have a limited right to install a satellite dish or receiving antenna on the leased premises. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**Number and Size** – You may install only one satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. An antenna may receive but not transmit signals.

**Location** – Location of the satellite dish or antenna limited to, in an area outside your dwelling, such as a balcony, patio, etc. of which you have exclusive use under your lease. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**Safety and non-interference- Your installation:**

1. Must comply with reasonable safety standards.
2. May not interfere with our cable, telephone or electrical systems or those of neighboring properties.
3. May not be connected to our telecommunications systems.
4. May not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area; it must be safely secured by one of three methods, (1) securely attaching it to a portable heavy object such as a small slab of concrete, (2) clamping it to a part of a building's exterior that lies within your leased premises (such as a balcony or patio railing) or, (3) any other method approved by us. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc. so long as it does not impair reception.

**Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, doorjamb, windowsills, etc. If your satellite dish or antenna is located outside your dwelling, the signals received by it may be transmitted to the interior of your dwelling only by the following methods, (1) running a flat cable under the door jamb or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window, (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable), (3) connecting cables through a window pane similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window – without drilling a hole through the window, (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or, (5) any other method approved by us.

**Workmanship.** In order to assure safety, we must approve the strength and type of materials used for installation. Installation must be done by a qualified person or company approved by us.

**Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

**Removal and Damages.** You must remove the satellite dish or antenna and other related equipment when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of you satellite dish, antenna or related equipment.

**Liability Insurance and Indemnity.** You must take full responsibility for the satellite dish or antenna and must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, relating to your satellite dish or antenna. A special Endorsement needs to be purchased through your renters/homeowners insurance. The insurance coverage must be (\$2000.00) which is an amount reasonably determined by us to accomplish that purpose. You agree to hold us harmless and indemnify us against any of the above claims by others.

**Security Deposit.** Your security deposit may be used for possible repair costs, damages, or failure to remove equipment at the time of move-out. The security deposit does not imply a right to drill or otherwise alter the leased premises.

**You may not start installation of a satellite dish or antenna yourself.** Contact the Property Manager for further instructions.

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LESSEE DATE

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LESSEE DATE

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LESSEE DATE

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LESSEE DATE

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LESSOR DATE

By initialing below, you acknowledge and agree to the terms in Section 9.

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## 10. Sign and Accept

### 10.1 SIGN & ACCEPT

signature/s

X \_\_\_\_\_  
Lessee

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

X \_\_\_\_\_  
Lessor

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

# 1. ASPCA DEFINITION OF DANGEROUS DOG

## 1.1 WHAT ARE DANGEROUS DOG/RECKLESS OWNER LAWS?

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“Dangerous dog laws” address the problems of:

1. dogs whose behavior poses a threat to public safety, and
2. the reckless dog owners whose actions often give rise to this behavior.

These laws may be passed on the state or local (municipal/county) level.

The ASPCA views breed-neutral dangerous dog/reckless owner laws as the smart alternative to breed-specific legislation—also known as BSL—in which certain breeds of dog are highly regulated or even banned completely in the hope of reducing dog attacks.

The ASPCA believes that dangerous dog laws should target only those dogs who truly pose unjustified risks to people or other animals. They should also acknowledge that there are situations where aggressive behavior is justified, such as when a dog is protecting herself, her guardian, her puppies or her home, or where the dog has reason to fear a person or animal.

The best, most effective breed-neutral dangerous dog laws include the following elements:

Spay/neuter programs

License law enforcement

At-large/leash laws

Anti-tethering measures

Anti-cruelty and animal fighting law enforcement

Progressive/tiered levels of violations & enforcement of laws

Responsible ownership programs & dog bite prevention training

Owners held civilly/criminally liable

Mandatory microchipping

Prohibit known reckless owners from having dogs

## 1.2 WHAT MAKES A DOG “DANGEROUS”?

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The broad definition of a dangerous dog is one who inflicts unjustified, serious injury—or poses an imminent threat of unjustified, serious aggression—toward people or other animals. However, “dangerous” is defined differently by different jurisdictions. It is up to the court to decide whether a particular dog satisfies its jurisdiction’s definition.

Terms used to define other symptoms or levels of canine aggression include “potentially dangerous” and “vicious.” (These are discussed in more detail in “Do Breed-Neutral Dangerous Dog Laws Label Dogs for Life?”)

## 1.3 WHY ARE BREED-NEUTRAL DANGEROUS DOG LAWS NECESSARY?

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Good, breed-neutral dangerous dog laws are necessary to keep communities safe. It is important, however, that such laws address the behavior of owner and dog and also uphold the constitutional rights—including the right to due process—of individuals and their pets.

In addition to the impact of breed-specific legislation on a personal level—the forced separation of responsible dog owners from well-behaved companion animals who happened to be classified as the “wrong breed”—BSL fails to acknowledge that any dog can bite, and that the breeds with “bad reputations” change over time. Individuals who want to possess aggressive dogs will always find a way to do so—ban or regulate one breed, and another will rise in popularity to take its place. Today, American pit bull terriers and similar-looking breeds are most often targeted, but not long ago, Dobermans, Rottweilers, German shepherds and even bloodhounds were particularly feared. Unlike breed-discriminatory legislation, however, breed-neutral dangerous dog laws will never fall behind the arc of a popularity trend because they address individual dogs and their owners.

#### 1.4 DO BREED-NEUTRAL DANGEROUS DOG LAWS LABEL DOGS FOR LIFE?

Good, breed-neutral dangerous dog laws permit dogs deemed to be dangerous—or who have otherwise obtained a “record” under these laws—to be declassified after a period of compliance.

In jurisdictions with such laws, incidents of aggression are generally ranked on a staggered scale according to severity. This allows dogs who have committed relatively minor infractions to have second and third chances to have their behavior and/or living circumstances corrected before authorities must take more serious measures to ensure public safety. The terminology used by such laws is often “potentially dangerous,” “dangerous” and “vicious.” Running at large with a pack of dogs may be included in the definition of a “potentially dangerous” dog. The “vicious” classification should be assigned only where a dog has seriously injured or killed a human being. In such a case, euthanasia may be appropriate.

Just like a human who has been convicted of a crime, a dog designated “potentially dangerous,” “dangerous” or “vicious” will have a record in the jurisdiction where the owner’s failure to act responsibly, or the canine aggression, occurred. After a predetermined length of time with no further incidents and a sustained record of compliance with any orders, the “potentially dangerous” or “dangerous” designation should be removed.

#### 1.5 DO BREED-NEUTRAL DANGEROUS DOG LAWS LABEL DOGS FOR LIFE

What are high risk breeds? While all dogs can bite there are a few dogs that carry a little more clout because of their size and past history of the breed and the percentage of those that have been involved in serious injuries on people and other dogs and even involving death. High risk breeds are usually classified in the insurance field. First let’s define and identify those specific breeds. I will start with Pit Bulls and Pit bull types.

Of all these breeds, some have a bite different from no other, some have great strength and a heritage of fighting. These include but not limited to:

- American Bully - derived from the American Pit Bull
- American Bull Dog - originally the English Bull Dog
- American Staffordshire Terrier
- Staffordshire Bull Terrier also known as the German Pit Bull
- Rottweiler
- Mastiff
- Argentino Dogo
- Presa Canario
- Bull Mastiff
- Cane Corso
- Dogue de Bordeaux
- Old English Mastiff
- Neapolitan Mastiff
- Japanese Tosa
- Other high risk include, but not limited to are-
- Akita
- Chow-Chow
- Doberman Pincher
- Dalmatian
- German Shepherd
- King Shepherd
- Malamute
- Rhodesian Ridge Back
- Saint Bernard
- Siberian Husky
- Tia Ridgeback
- Wolf and Wolf Mixes

While everyone of these breeds are dangerous it is necessary for these dog to only be handled and owned by a certain class of people and should never be a family pet with small children. Most attacks and deaths are by the family dog. Take heed in the fact.

For more information, please visit <https://louies-law.org/keep-pittie-and-tittie-contained/>.

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