

## **EVICTON GUARANTEE**

Welcome Home Milwaukee ("Manager"), offers an Eviction Guarantee with regard to the placement of a new tenant in Owner's rental property under certain conditions as explained below.

1. If a tenant placed by Manager in Owner's rental property fails to pay rent and that delinquency continues for more than 30 days, Manager will negotiate a written rental repayment plan with tenant.
2. If tenant refuses to enter into a written rental repayment plan or breaches the rental repayment plan, Manager, at its own expense, will do the following:
  - a. Serve the appropriate notice terminating tenancy.
  - b. File an eviction summons and complaint on behalf of Owner.
  - c. Hire a process server to serve the lawsuit.
  - d. Appear in court to prosecute the eviction action on behalf of Owner or, at Manager's option, hire an attorney to prosecute the eviction on behalf of Owner.
  - e. If necessary, hire the Sheriff.
  - f. Once the tenant has been removed from the rental property, Manager will re-rent the rental property to a new tenant and waives the Manager's normal placement fee.

**Note:** The Eviction Guarantee does NOT apply to the replacement tenant unless Owner pays Manager its normal placement fee for the replacement tenant.

### **The Eviction Guarantee Does Not Apply as follows:**

1. Does NOT apply if tenant owes rent that is less than 30 days past due.

**Note:** Owner may elect, at Owner's sole expense, to start the eviction process prior to tenant's rent being 30 days delinquent.
2. Does NOT apply if tenant has breached his/her rental agreement or other rental documents for anything other than failure to pay rent. Rent does NOT include late fees, utilities, damages etc.
3. Does NOT apply to any replacement tenant that Manager locates and places unless Owner pays Manager's normal placement fee.
4. Does NOT apply if Owner chooses to use Tenant Screening Criteria that is not approved by Manager.

**Note:** Owner may elect to modify Tenant Screening Criteria used by Manager at any time but doing so may void the Eviction Guarantee unless the modified Tenant Screening Criteria is approved in writing by Manager.
5. Does NOT apply if Owner chooses to terminate Manager.
6. Does NOT apply after the termination, for any reason, of the Property Management Agreement.

### **The Eviction Guarantee Does Not Cover the following:**

1. Does NOT cover any lost rental income.
2. Does NOT cover any property damage caused by the tenant, their family, guests, or invitees.
3. Does NOT cover the cost to pursue or obtain a money judgment against the tenant or collect the money judgment.

### **Guarantee Period:**

1. The Eviction Guarantee period begins on the date that the rental agreement starts and ends on the last day of the month of the guaranteed period set forth,
2. Eviction Guarantee to be renewed for an additional lease term for a \$10 per month fee, paid by Owner to Manager.

**Note:** In the event of a mid-month lease start date, the guarantee period will end on the same numerical date of the last month of the guarantee period set forth below.