

RESIDENTIAL RENTAL AGREEMENT

This agreement was drafted by _____ who represents _____

This agreement of the Premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

TENANT(S): ___Adults ___Children

LANDLORD: _____

Agent for Service of Process:

PREMISES:

Building Address:

Agent for Maintenance/Management:

Apartment/Unit #: _____

Other: _____

Agent for Collection of Rents:

Included furnishings/appliances/other:

See Attached or List here:

RENT:

Rent of \$ _____ for Premises and \$ _____ for other (specify _____) is due on the _____ day of each month and is payable at _____

If rent is received or postmarked after _____ the Tenant shall pay a late fee of \$ _____

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 unless the sentence is stricken. Acceptance of delinquent payment does not constitute a waiver of default or any other default under this Agreement.

Other Landlord or Tenant obligations: _____

TERM: Check either (a) or (b)

- (a) Month to month beginning on _____, or
- (b) For a term of _____ months/beginning on _____ and continuing to _____

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

UTILITIES:

Check if paid by: Landlord Tenant

Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Heat	<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input type="checkbox"/>	<input type="checkbox"/>
Trash	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

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 \$ _____ to be held by _____. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement describing any damage with the cost or estimated cost of repair or replacement and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defect existing prior to the Tenant's occupancy or request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit and no deduction from the security deposit shall be made for any such damage or defect of which written notification is given within the time stated. Tenant may not use the security deposit as payment of the last month's rent without the written permission of Landlord.

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 vacation of the Premises; return of Landlord's property; payment of rent, performance of any act for which a date is set in the Agreement or by law; and _____

(Strike all parts not applicable). *Time is of the essence* means that a deadline must be strictly followed.

Special Provisions: _____

Pets ... permitted. Waterbeds ... permitted.

Special Provisions relating to pets:

THIS AGREEMENT INCLUDES THE PROVISIONS BELOW

COPY OF AGREEMENT AND RULES: Landlord has previously provided Tenant a copy of the agreement and any rules relating to the premises at time of application. Landlord shall give Tenant a copy of this Agreement and any rules relating to the Premises when this Agreement is signed by Tenant. Landlord shall give Tenant the check-in sheet, keys and _____, on or before commencement of this Agreement.

NOTE: SIGNING THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LANDLORD/AGENT:

TENANT(S):

Name Date

Name Date

Name Date

Name Date

Name Date

GUARANTEE:

In consideration of Landlord's agreement to rent the Premises, undersigned guarantee(s) payment of all amounts due under this Agreement and performance of all covenants of Tenant. This Guarantee is irrevocable and is not affected by modification or extension of the Agreement.

Name Date

Name Date

Address:

Address:

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

POSSESSION; ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided herein. 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 or the law. A tenant surrenders the premises on the last day of tenancy provided under this Agreement, except that: (1) If the tenant vacates before the last day of tenancy provided under this Agreement, and gives the landlord written notice that the tenant has vacated, surrender occurs when the landlord receives the written notice that the tenant has vacated. If the tenant mails the notice to the landlord, the landlord is deemed to receive the notice on the second day after mailing. (2) If the tenant vacates the premises after the last day of tenancy provided under this Agreement, surrender occurs when the landlord learns that the tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement, its extension or renewal, or if the tenancy is terminated for Tenants breach of this Agreement, Landlord shall make reasonable efforts to rerent the Premises and apply any rent received, less costs of rerenting, to Tenants obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two 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. If Tenants personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant

shall be deemed to have abandoned the property and Landlord shall deal with it as provided by the law, section 704.05(5), Wis. Stats.

DISPOSAL OF TENANT'S PROPERTY: If a tenant removes from, or if the tenant is evicted from, the premises and leaves personal property, the landlord may presume that the tenant has abandoned the personal property and may dispose of the abandoned personal property in any manner that the landlord, in its sole discretion, determines is appropriate. 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. If the abandoned personal property is a manufactured home, mobile home, or titled vehicle, before disposing of the abandoned property the landlord shall give notice of the landlord's intent to dispose of the property by sale or other appropriate means to the tenant or other secured party known by the landlord.

USE AND GUESTS: Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors of or tenants in the building in which the Premises are located, 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 the Premises if their presence does not interfere with the quiet enjoyment of other occupants, 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 weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

MAINTENANCE: Landlord, under sec. 704.07, 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 clean and in as good general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant shall not, without permission in the building rules or specific written approval of Landlord, 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 of which it is a part. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors as required under the rules of the Department of Industry, Labor, and Human Relations and each party shall fulfill its responsibilities under those rules.

NOTICE OF DOMESTIC ABUSE PROTECTIONS: Tenant has a defense to an eviction action if Tenant can prove that Landlord knew, or should have known 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 a person who was not the tenant's invited guest or a person who was the tenant's invited guest, but for whom Tenant has sought an injunction barring the person from the premises or 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. 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. Tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs all instances.

RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Any failure by the Tenant to comply substantially with the rules is a breach of the agreement and may result in 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 amendment 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 will have been given to the Tenant at the time of application and at the time of signing the agreement.

BREACH; TERMINATION: Failure of either party to comply substantially with any material provision hereof is a breach of the agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the 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 year of such previous breach, Tenant commits a similar breach, this Agreement may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any term. If Landlord commits a breach, Tenant has the rights, under chap. 704, Wis. Stats., including secs. 704.07(4) and 704.45 and under Wisconsin Administrative Code chap. Ag. 134.

CODE VIOLATIONS; ADVERSE CONDITIONS: If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical system, or hazardous conditions or structure) these are listed under Special Provisions, or a separate addendum to this Agreement, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Agreement is signed or any deposit accepted.

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

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

ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant at reasonable times with 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 upon consent of the Tenant, 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 in which they are located from damage. Neither part shall add or change locks without providing the other party keys to permit access to the Premises. Improper denial of access to the Premises is a breach of the Agreement.

CONTINUATION OF AGREEMENT: If the Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, the Tenant shall be a month-to-month Tenant unless another agreement is signed.

SEVERABILITY: The provisions of this rental agreement are severable. If any provision of this rental agreement is rendered void or unenforceable by reason of any statute, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does not affect other provisions of this rental agreement that can be given effect without the invalid provision.

ASSIGNMENT, SUBLEASE; CHANGES: Tenant shall not assign this Agreement or sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld. This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter a new agreement instead of renewing it, assigning it or subleasing the Premises.

ASSIGNMENT, SUBLEASE: CONSENT:

Tenant hereby assigns/subleases Tenant's rights under this Agreement to _____
In consideration of Landlord's consent to this assignment/sublease, Tenant guarantees the performance by the assignee/sublessee of the obligations of the Agreement. Landlord consents to this assignment/sublease. In consideration of the assignment/sublease and Landlord's consent, _____

_____ hereby assumes all obligations of Tenant under this Lease.

IN WITNESS WHEREOF, the parties have executed this assignment/sublease, acceptance and consent.

TENANT(S):

LANDLORD/AGENT:

Name Date

Name Date

Name Date

Name Date

Name Date

ASSIGNEE/SUBLESSEE:

Name Date

Name Date

Name Date