

# RESIDENTIAL LEASE

This Lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions:

**PARTIES** **TENANT(S):** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_

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

**Landlord's Agent** for maintenance, management, service of process and collection of rent - (Note in "Special Conditions" if more than one agent): \_\_\_\_\_

**Address:** \_\_\_\_\_

**PREMISES** **PREMISES - Street Address:** \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Apartment/Unit/No.: \_\_\_\_\_

**RENTAL TERM** First Day of Term: \_\_\_\_\_ Last Day of Term: \_\_\_\_\_

This Lease is only for the stated term and is **NOT** automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

**UTILITIES** Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water	Unit Gas	Air Conditioning	Hot Water	Trash/Recycling
Included in Rent							
Separately Metered							
Cost Allocation *							

\* Explain in Special Conditions Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Lease.

**RENT** Rent Amount \$ \_\_\_\_\_ per \_\_\_\_\_ due on or before the \_\_\_\_\_ day

of each \_\_\_\_\_, Rent checks shall be made payable to (Landlord) (Landlord's Agent) **[STRIKE ONE]** and mailed or delivered to (Landlord) (Landlord's Agent) **[STRIKE ONE]**. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

**SECURITY DEPOSIT** Upon execution of this Lease, Tenant agrees to pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by

\_\_\_\_\_. Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises as established in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

**CHECK-IN SHEET** Tenant acknowledges that when Tenant commences his or her occupancy of the Premises, Landlord is required to provide a check-in sheet. Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the check-in sheet and return it to Landlord. A check-in sheet is not required for the rental of a plot of ground on which a manufactured home or a mobile home may be located [per Wis. Stat. § 704.08].

**SPECIAL CONDITIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD'S RIGHT TO ENTER** Landlord may enter the Premises occupied by Tenant, at reasonable times with at least 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.

**MITIGATION; ABANDONMENT; PERSONAL PROPERTY** If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Lease through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in rerenting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to rerent the Premises. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].

**SALE OF PREMISES** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Lease.

**LEAD-BASED PAINT PROVISIONS** (If Premises is "target property" constructed before 1978.) Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the *Protect Your Family From Lead In Your Home Pamphlet* (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

**TENANT RULES & OBLIGATIONS RESIDENTIAL USE**

During the term of this Lease, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

**NOISE**

**PETS GOVT. REG.**

**MAINTENANCE**

**IMPROVEMENTS**

**GUESTS NEGLIGENCE**

**VACATION OF PREMISES**

**RULES**

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

**CODE VIOLATIONS**

**CONDITIONS AFFECTING HABITABILITY**

**SMOKE DETECTOR NOTICE**

**AGENCY NOTICE**

**SEX OFFENDER NOTICE**

1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
2. To NOT make or permit use of the Premises for any purpose that will injure the reputation of the Premises or the building of which they are a part.
3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.
4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the Premises.
7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
  - a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.
  - b. Alter or redecorate the Premises.
  - c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
  - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
10. To NOT permit any guest or invitee to reside in the Premises without prior written consent of Landlord.
11. To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.
12. To NOT assign this Lease nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Lease.
13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.
14. To NOT engage in, or allow any guest or invitee to engage in, any criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants, persons residing in the immediate vicinity of the Premises, or Landlord or an agent or employee of Landlord; or to engage in any drug-related criminal activity on or near the Premises. Such conduct may result in Tenant's immediate eviction upon 5 day's notice, but not if Tenant or someone lawfully residing with Tenant is the victim of that crime.

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above. Any failure by Tenant to comply with the rules is a breach of this Lease.

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

Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in Special Conditions or an Attachment to this Lease [per Wis. Stat. § 704.07(2)(b)ff]. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions or in an Attachment: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety, or create an unreasonable risk of personal injury through reasonably foreseeable use of the Premises by Tenant.

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain any smoke detector on the Premises, or give Landlord written notice if a smoke detector is not functional. Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Landlord also shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law.

Tenant understands that any property manager, rental agent or employees thereof are representing Landlord. 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 <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

The documents checked below are attached to this Lease and incorporated herein by reference.

ATTACHMENT	Check <input checked="" type="checkbox"/>	ATTACHMENT	Check <input checked="" type="checkbox"/>
Guarantee/Renewal/Assignment/Sublease	<input type="checkbox"/>	Nonstandard Rental Provisions	<input type="checkbox"/>
Rules and Regulations	<input type="checkbox"/>	Promises to Repair	<input type="checkbox"/>
Smoke and Carbon Monoxide Detector Notice	<input type="checkbox"/>	Code Violations	<input type="checkbox"/>
Lead-Based Paint Disclosure & Pamphlet	<input type="checkbox"/>	Real Estate Agency Disclosure	<input type="checkbox"/>
Other:	<input type="checkbox"/>	Other:	<input type="checkbox"/>

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

LANDLORD: \_\_\_\_\_ TENANTS: \_\_\_\_\_

\_\_\_\_\_

TENANTS: \_\_\_\_\_

\_\_\_\_\_