



# RESIDENTIAL RENTAL AGREEMENT (Lease)

This Agreement for the rental or lease of 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:** Number of Occupants \_\_\_\_\_ Names: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_ Agent for Service of Process: \_\_\_\_\_

Address for Service of Process: \_\_\_\_\_

Address for maintenance, management, & collection of rents: \_\_\_\_\_

Landlord Telephone \_\_\_\_\_

**PREMISES/ADDRESS:** Street Address: \_\_\_\_\_ Apartment # \_\_\_\_\_

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

Included furnishings: appliances, refrigerator, range, oven and \_\_\_\_\_

**RENT:** Rent of \$ \_\_\_\_\_ (One check for the total monthly) for the Premises is due on or before the first day of each month. If payment is received after 5PM on the first day of the month, a late fee of \$ \_\_\_\_\_ shall be imposed. Tenant agrees to pay a fee of \$ \_\_\_\_\_ in the event of a check returned unpaid for any reason. **NO CASH FOR RENT PAYMENTS.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Rent checks shall be made payable to (Landlord)(Landlords Agent)-Strike One and mailed or delivered to (Landlord) (Landlords Agent)—Strike One.

**ALL Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.**

**RENTAL TERM:** \_\_\_\_\_ First day of Term: \_\_\_\_\_ Last Day of Term \_\_\_\_\_ at NOON.

This lease is for the stated term and will expire without further notice. If tenancy is to continue beyond the stated term, parties should make arrangements in writing in advance of lease expiration. If this is a month-to-month lease indicate here \_\_\_\_\_.

**Utilities:** Tenant agrees to pay all utility costs promptly. Tenant must pay all utility charges that are separately metered or subject to cost allocation as follows:

Utility Charges	Electric	Heat	Unit Gas	Air Conditioning	Hot Water	Trash	Recycling	Water & Sewer	Other
Included in Rent						X	X		
Separately Metered	X	X	X	X	X				
Cost Allocation									
See Special Provision								****	

Tenant is responsible for all costs associated with any and all extra utilities not indicated above.

**SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by Landlord. Tenant's security deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Agreement, subject to the exceptions described in ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door opener, etc. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage 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 may not use the security deposit as payment of the last month's rent without the prior written permission of the Landlord.

**INSPECTION:** (Check-in/Check-out) Tenant has 7 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any pre-existing damage or defect, and to request a list of physical damages charged to the previous tenant's security deposit.

**PETS:** are not permitted in and about the premises unless specifically authorized by Landlord in writing. \_\_\_\_\_

**SPECIAL PROVISIONS** \_\_\_\_\_

\*\*\* Water /Sewer and Storm sewer are billed quarterly by Landlord

**PROMISES TO REPAIR:** Any promise to repair, clean, or improve the Premises (including the promised date of completion) that was made by Landlord before execution of this Agreement, is listed under Special Provisions or in a separate addendum to this Agreement.

**CODE VIOLATIONS; ADVERSE CONDITIONS:** If the Premises or the building is currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including 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), these are listed under Special Provisions, or in 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 is accepted.

**ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant at reasonable times upon at least 12 hours (24 hours where applicable) 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, or 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. Tenant shall not add or change locks without obtaining Landlord's written permission (except in the event of emergency), and immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks without obtaining Tenant's permission unless the addition or change of locks is made pursuant to court order. Improper denial of access to the Premises is a breach of the Agreement.

**SEX OFFENDER REGISTRY:** 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 1-877-234-0085.

**USE:** Failure to follow the terms of the lease and addenda may be considered a breach of contract and grounds for legal action against tenant.

**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 purposes, (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 of the facilities of the Premises. No guest may remain for more than one week without written consent of the 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 in which they are located, by Tenant or Tenant's guests or invitees.

**MAINTENANCE:** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for the Landlord to enter the Premises, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under Tenant's control in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of light bulbs, or fuses. Tenant shall not, without permission in the building rules or specific written Landlord approval, 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. Tenant shall be obligated to provide heat for the Premises and maintain a reasonable level of heat to insure the habitability of the Premises and 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.

**RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the amendment is mailed or delivered to Tenant.

**POSSESSION; ABANDONMENT:** If Tenant abandons the Premises before the end of the tenancy, 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 the rent received, less costs of re-renting, to Tenant's obligations under this contract. Tenant shall remain liable for any rent deficiency. If Tenant is absent from the Premises for three 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 Tenant's 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 Wis. Stat. 704.05(5).

**ASSIGNMENT:** Tenant shall not assign this Agreement or sublet the Premises or any part thereof without the written consent of the Landlord, which will not be unreasonably withheld. This Agreement may be terminated or modified by written agreement of Landlord and Tenant.

**ADHERANCE TO LAW:** Landlord and Tenant understand that their rights and obligations are subject to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law. Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

**SALE OF PROPERTY:** Upon voluntary or involuntary transfer of ownership of the Premises, Tenant expressly releases Landlord's obligations under this Agreement. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Agreement.

**SEVERABILITY.** All provisions of this Lease shall be deemed severable. The inability to enforce any provision(s) shall not affect the enforceability of the balance of this Lease.

**LEAD-BASED PAINT PROVISIONS:** Applicable only if the Premises is a "target property" constructed before 1978. Lease amendment required to be incorporated into this lease.

**SMOKE DETECTOR NOTICE:** Wisconsin law requires that the landlord maintain any smoke detectors located in any building common areas. State law further requires that --**The Tenant Must Either Maintain Any Smoke Detector On the Premises, Or Give Landlord Written Notice When A Smoke Detector On The Premises Is Not Functional.** The landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Maintenance shall include the provision of new batteries, as needed.

**AGENCY NOTICE.** Tenant understands that any property manager, rental agent, or employees thereof are representing the Landlord.

**ATTACHMENTS:** Attachments checked below are attached to this Agreement and incorporated by reference.

Attachment	Check	Attachment	Check	Attachment	Check
Guarantee/Renewal/Assignment/Sublease		Security Deposit Addendum		Non-Standard Rental Provisions	X
Rules & Regulations	X	Promises to Repair		Code Violations	
Lead-Based Paint Disclosure & Pamphlet		Smoke Detector Notice	X	Anti-Drug Rules	X
Lead-Based Paint Addendum		Crime Free Addendum	X	Other:	

Landlord shall provide Tenant with a copy of this Agreement and any Rules and Regulations. Landlord shall give Tenant a check-in form on or before the commencement of this tenancy. NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE RIGHTS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL RIGHTS UNDER THIS CONTRACT. In Witness whereof, the parties have executed this Rental Agreement on:

Date: \_\_\_\_\_

Landlord: \_\_\_\_\_

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

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

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

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

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

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction. The Wisconsin Apartment Association recommends that users of this form consult their own legal counsel as to the suitability of the form.