

APARTMENT LEASE

1 This lease of the apartment identified below is entered into by and between the Landlord and Tenant (referred to
2 in the singular whether one or more) on the following terms and conditions:

PARTIES

3 Tenant: _____ Landlord: _____

4 _____ Agent for _____
5 maintenance, (name)
6 management: _____
7 _____
8 _____ (address)

APARTMENT ADDRESS

10 Building address: _____ Agent for _____
11 _____ (name)
12 _____
13 (street) _____ Agent for
14 _____ collection
15 _____ of rents: _____ (name)
16 _____ (address)
17 _____ (address)

18 _____
19 (city, village/town) _____
20 _____
21 (county) (State) _____ Agent for
22 _____ service of
23 _____ process: _____ (name)
24 _____ (address)

24 Apartment number: _____

TERM

25 Lease term: _____ Month to Month (strike if not applicable)

26 First day of lease term: _____ Last day of lease term: _____

RENTALS

27 Apartment: \$ _____ per _____ Other: _____ \$ _____ per _____

28 Payable at _____ on or

29 before the _____ day of each _____ during the
30 term of this lease.

UTILITIES

31 Utility charges, other than telephone, are included in the rent, except: _____
32 _____

33 _____ which Tenant
34 shall pay promptly when due. If charges not included in the rent are not separately metered, they shall be allo-
35 cated on the basis of: _____
36 _____

SPECIAL CONDITIONS

37 Special conditions: _____
38 _____
39 _____
40 _____

RENEWAL OF LEASE TERM

41 (Strike clause 1 or 2; if neither is stricken clause 2 controls.)

42 1. This lease shall be automatically renewed, without notice from either party, on identical terms for a like suc-
43 cessive lease term unless either party shall, at least 45 days before the expiration of the lease, notify the other
44 in writing of the termination of the lease. However, Landlord must, at least 15 days but not more than 30 days
45 prior to the time specified for giving the notice as herein set forth notify Tenant in writing of the above
46 provision for automatic renewal or extension.

47 2. This lease shall be automatically renewed, without notice from either party, on identical terms, except that it
48 shall be a month-to-month tenancy.

ASSIGNMENT SUBLETTING

49 Tenant shall not assign this lease nor sublet the premises or any part thereof without the prior written consent of
50 Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of
51 Tenant's liability under this lease.

SECURITY DEPOSIT

52 Upon execution of this lease Tenant paid a security deposit in the amount of \$ _____ to be held by
53 _____

54 If the person holding the security deposit is a licensed real estate broker, acting as agent, it shall be held in the
55 broker's trust account. The deposit, less any amounts withheld, will be returned in person or mailed to Tenant's last
56 known address within 21 days after Tenant vacates the premises. If any portion of the deposit is withheld, Landlord
57 will provide an accompanying itemized statement specifically describing any damages and accounting for any amount
58 withheld. Failure to return the deposit or provide a written accounting within 21 days will result in the waiver of
59 any claim against the deposit. The reasonable cost of repairing any damages caused by Tenant, normal wear and
60 tear excepted, will be deducted from the security deposit. Tenant has 7 days after the beginning of the lease term to
61 notify Landlord in writing of damages or defects in the premises; no deduction from Tenant's security deposit
62 shall be made for any damages or defects of which notification is given. Landlord will give Tenant a written
63 description of any physical damages charged to the previous tenant's security deposit as soon as such description is
64 available. (If none, so specify _____) (Strike paragraph if no security deposit is paid.)

VACATION OF PREMISES LANDLORD'S RIGHT TO ENTER

65 Tenant agrees to vacate the premises at the end of the lease term or the extended lease term, and promptly deliver
66 the keys to Landlord.

67 Landlord may enter the premises at reasonable times and with 12 hours advance notice, with or without Tenant's
68 permission to inspect the premises, make repairs, show the premises to prospective tenants or purchasers, or to com-
69 ply with any applicable law or regulation. Landlord may enter with less than 12 hours advance notice upon specific
70 consent of Tenant. No advance notice is required for entry in a health or safety emergency or where entry is neces-
71 sary to preserve and protect the premises from damage in Tenant's absence.

ABANDONMENT BY TENANT

72 If Tenant shall abandon the premises before the expiration of the lease term, Landlord shall make reasonable efforts
73 to re-lease premises and shall apply any rent received, less costs of re-leasing, to the rent due or to become due on this
74 lease, and Tenant shall remain liable for any deficiency. If Tenant is absent from the premises for three successive
75 _____

DISPOSAL OF TENANT'S PROPERTY 77
 TENANT OBLIGATIONS 80
 USE 82
 PETS 89
 GOVT. REG. 90
 MAINTENANCE IMPROVEMENTS 91
 GUESTS 102
 NEGLIGENCE BREACH OF LEASE 104
 DAMAGE BY CASUALTY 114
 RULES 119
 LIABILITY OF MULTIPLE TENANTS 124
 DISCLOSURE OF CODE VIOLATIONS AFFECTING HABITABILITY 131
 PROMISES TO REPAIR 132
 ASSIGNMENT OF LEASE 147

If Tenant shall leave any property on the premises after vacation or abandonment of the premises, Tenant shall be deemed to have abandoned the property, and Landlord shall have the right to dispose of the property as provided by law.

During the lease term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:

- To use the premises for residential purposes only by Tenant and Tenant's immediate family.
- Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are a part.
- Not to use or keep in or about the premises anything which would adversely affect coverage of the premises or the building of which they are a part under a standard fire and extended insurance policy.
- Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building which the premises are located.
- Not to keep in or about the premises any pet unless specifically authorized as a special condition in this lease.
- To obey all lawful orders, rules and regulations of all governmental authorities.
- To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear excepted.
- If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage 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.
- Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following:
 - Paint upon, attach, exhibit or display in or about the premises any sign or placard.
 - Alter or redecorate the premises.
 - Drive nails, tacks, screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the premises.
 - Attach or affix anything to the exterior of the premises or the building in which it is located.
- Not to permit any guest or invitee to reside in the premises for any period exceeding two weeks without prior written consent of Landlord.
- To be liable for all acts of negligence or breaches of this lease by Tenant and Tenant's guests and invitees.

If this lease is for a term of one year or less, should Tenant neglect or fail to perform and observe any of the terms of this lease, 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 leased premises without limiting the liability of Tenant for the rent due or to become due under this lease. If Tenant has been given such a notice and has 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 lease 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.

If the premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate the lease 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 lease 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.

Landlord may make such reasonable rules governing the premises and the building of which they are part as Landlord deems necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Landlord may make changes in the rules and shall give written notice of changes to Tenant at least 14 days before the new rules become effective. Tenant acknowledges receipt of the attached rules prior to execution of this lease. (Strike if not applicable.)

All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this lease.

The premises and the building of which they are a part are/are not (strike one) currently cited for uncorrected building or housing code violations. Tenant acknowledges receipt of the attached notices of uncorrected code violations prior to execution of this lease. (Strike if not applicable.)

The premises contain the following conditions adversely affecting habitability: Lacks hot and cold running water. Lacks operating plumbing or sewage disposal. Unsafe or inadequate heating facilities. No electric service. Unsafe electrical system. Hazardous conditions or structure. None. (Strike all not applicable.)

Landlord promises to repair, clean or improve the premises as follows by the completion dates noted: None. (Strike if not applicable.) _____

135 IN WITNESS WHEREOF, the parties have executed this lease on _____
 136 _____
 137 _____
 138 LANDLORD:
 139 _____ (SEAL)
 140 GUARANTEE
 141 In consideration of Landlord's agreement to this
 142 lease, the undersigned guarantee(s) the payment of all
 143 amounts due under the lease and the performance of
 144 the covenants by Tenant.
 145 TENANT:
 146 _____ (SEAL)
 147 Dated: _____ (SEAL)
 148 _____ (SEAL) _____ (SEAL)
 149 _____ (SEAL) _____ (SEAL)

147 ASSIGNMENT, ACCEPTANCE AND CONSENT
 148 Tenant hereby assigns all Tenant's right, title and interest in and to this lease to _____
 149 _____ and in consideration of the consent to the assignment by Landlord, Tenant guarantees
 150 the performance by said Assignee of all obligations of Tenant.
 151 In consideration of the above assignment and the written consent of Landlord, Assignee hereby assumes all
 152 obligations of Tenant in this lease.
 153 LANDLORD HEREBY CONSENTS TO THIS ASSIGNMENT AND ACCEPTANCE.
 154 IN WITNESS WHEREOF, the parties have executed this assignment and acceptance on _____

155 _____, 19_____
 156 LANDLORD:
 157 _____ (SEAL)
 158 _____ (SEAL)
 159 ASSIGNEE:
 160 _____ (SEAL)
 161 _____ (SEAL)
 162 TENANT:
 163 _____ (SEAL)
 164 _____ (SEAL)