

RESIDENTIAL LEASE

1 This lease was drafted by who represents (Landlord)(Tenant)
2 (individual) (firm) (strike one)

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

5 TENANT: (..... adults and children) LANDLORD:

6 Agent for
7 service of (name)
8 process (address)

9 PREMISES: Building Address
10 (city, village, town) (state) (zip)

11 (street)
12 Agent for (name)
13 maintenance, (street)
14 management (city, village, town) (state) (zip)

15 :Apartment/room/unit (city, village, town) (state) (zip)

16 :Other
17 Agent for (name)
18 Included furnishings/appliances: refrigerator, range,
19 oven, other (list or attach addendum) of rents (street)

20 (city, village, town) (state) (zip)

21 RENT: Rent of \$ for Premises and
22 \$ for other (specify) is due on
23 the day of each month and is payable at
24 TERM: (Strike either (a) or (b))

25 (a) Month to month beginning on, 19.....; or
26 (b) For a term of months/beginning on, 19.....
27 and continuing to, 19.....

28 (NOTE: A lease for a fixed term expires without further notice.
29 If tenancy is to be continued beyond this lease term, parties
30 should agree and make arrangements for this in advance of the
31 lease expiration.)

32 UTILITIES: Check if paid by: Landlord Tenant
33 Electricity
34 Gas
35 Heat
36 Air conditioning
37 Sewer/water
38 Hot Water
39 Trash
40 Other

41 If utilities or services payable by Tenant are not separately
42 metered, Tenant's share of payments are allocated as follows:
43
44

45 SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall pay a security deposit in the amount of \$..... to be held by
46 The deposit, less any amounts legally withheld, will be returned in person or mailed
47 to Tenant's last known address within 21 days as required by law after Tenant surrenders the Premises. Surrender shall include
48 vacating of the Premises and return of, or accounting for, Landlord's property held by Tenant, including keys. If any portion of the
49 deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage and accounting
50 for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible,
51 normal wear and tear excepted, may be deducted from the security deposit. Landlord will give Tenant a written description of any
52 physical damages charged to the previous Tenant's security deposit as soon as such description is available. (If none, so specify
53 Tenant has days (not less than seven) from the beginning of the term of the Lease to notify Landlord of
54 any additional damage or defect existing prior to the Tenant's occupancy and no deduction from the security deposit shall be made
55 for any such damage or defect of which written notification is given within the time stated. Tenant may not use the security deposit as
56 payment of the last month's rent without the written permission of Landlord. (Strike paragraph if no security deposit is paid.)

57 TIME IS OF THE ESSENCE as to: delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease
58 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 this
59 Lease or by law; and (strike any parts not applicable).
60 Time is of the essence means that a deadline must be strictly followed.

61 Special Provisions:
62
63
64

65 Pets (are)(are not) permitted. Water beds (are)(are not) permitted (strike as applicable).
66 Special Provisions relating to pets:

67 THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF

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

71 NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

72 GUARANTEE IN WITNESS WHEREOF, the parties have executed this Lease.
73 In consideration of Landlord's agreement to lease the Premises, LANDLORD/AGENT
74 undersigned guarantee(s) payment of all amounts due under this
75 Lease and performance of all covenants of Tenant. This Guarantee is
76 Irrevocable and is not affected by modification of this Lease.
77

78 (name) (date)
79 (name) (date)

80 (address) (name) (date)
81 (name) (date)

82 (name) (date)
83 (name) (date)

84 (address) (name) (date)
85

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

90 **POSSESSION; ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided herein.
91 Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension
92 or renewal, or its termination in accordance with its terms or the law.
93 If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for
94 Tenant's breach of this Lease, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of
95 re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency.
96 If Tenant is absent from the Premises for two successive weeks without notifying Landlord in writing of this absence, Landlord may deem
97 the Premises abandoned unless rent has been paid for the full period of the absence.
98 If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have
99 abandoned the property and Landlord shall deal with it as provided by the law, section 704.05(5), Wis. Stats.

100 **GUESTS:** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the
101 Premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors of or tenants in the building in which the
102 Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard
103 fire and extended insurance policy.
104 Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other
105 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
106 two weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property
107 damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are
108 located by Tenant or Tenant's guests and invitees.

109 **MAINTENANCE:** Landlord, under sec. 704.07, shall keep the structure of the building in which the Premises are located and those
110 portions of the building and equipment under Landlord's control in a reasonable state of repair.
111 Tenant shall maintain the Premises under Tenant's control clean and in as good general condition as they were at the beginning of the
112 term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant shall not, without permission in the building
113 rules or specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the
114 Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects
115 the exterior appearance of the Premises or the property of which it is a part.
116 Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises
117 shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which they are located.
118 Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors as required
119 under the rules of the Department of Industry, Labor, and Human Relations and each party shall fulfill its responsibilities under those
120 rules.

121 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located.
122 Any failure by Tenant to comply substantially with the rules is a breach of the Lease. Landlord may amend the rules to provide for newly
123 added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendment may
124 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
125 given to the Tenant at the time of application and at the time of signing of the Lease.

126 **BREACH; TERMINATION:** Failure of either party to comply substantially with any material provision hereof is a breach of the Lease.
127 Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Landlord shall give Tenant written notice of such
128 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,
129 and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from
130 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
131 such notice and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach,
132 Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to
133 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
134 shall apply to any lease term. If Landlord commits a breach, Tenant has the rights, under chap. 704, Wis. Stats., including secs.
135 704.07(4) and 704.45, and under Wisconsin Administrative Code chap. Ag. 134.

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

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

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

151 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant at reasonable times with 12 hours' advance notice to
152 inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or
153 regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if
154 Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from
155 damage.

156 Neither party shall add or change locks without providing the other party keys to permit access to the Premises. Improper denial of
157 access to the Premises is a breach of the Lease.

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

160 **ASSIGNMENT, SUBLEASE; CHANGES:** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the
161 written consent of Landlord, which will not be unreasonably withheld.

162 This Lease may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Lease and
163 enter a new lease instead of renewing it, assigning it or subleasing the Premises.

ASSIGNMENT, SUBLEASE: CONSENT

164 Tenant hereby assigns/subleases Tenant's rights under this Lease to In consideration of
165 Landlord's consent to this assignment/sublease, Tenant guarantees the performance by the assignee/sublessee of the obligations of
166 the Lease. Landlord consents to this assignment/sublease. In consideration of the assignment/sublease and Landlord's consent,
167 hereby assumes all obligations of Tenant under this Lease.

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

70 TENANT: LANDLORD:
71 (name) (date) (name) (date)
72
73 (name) (date) ASSIGNEE/SUBLESSEE
74
75 (name) (date) (name) (date)
76
77 (name) (date) (name) (date)