

RESIDENTIAL LEASE



This Agreement for the 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 Name: _____

Address: _____

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

Name: _____

Address: _____

PREMISES **PREMISES** Street Address: _____

City/State/Zip: _____

TERM Apartment/Unit/No.: _____ **RENTAL TERM:** _____

First Day of Term: _____ Last Day of Term: _____

This agreement 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 Bill	Unit Gas	Air Conditioning	Hot Water	Trash / Recycling
Included in Rent							
Separately Metered							
Cost Allocation *							

* See Special Conditions.

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 Agreement, Tenant agrees to 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 after Tenant surrenders the Premises. Tenant is responsible for giving Landlord his/her new address. Surrender shall occur on the last day of the term provided in this Rental Agreement, subject to the exceptions described in Wis. Admin. Code § 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 openers, etc.

CHECK-IN REPORT Tenant acknowledges receipt of Landlord's check-in report which tenant agrees to complete and return to Landlord by the 8th day of the tenancy. Tenant may request, in writing, a list of physical damages and defects charged to the previous tenant's security deposit no later than the 8th day of the tenancy.

SPECIAL CONDITIONS **Special Conditions:** _____

LANDLORD'S RIGHT TO ENTER Landlord may enter the Premises occupied by the 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.

ABANDONMENT 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 Agreement through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting 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 re-rent the Premises. If Tenant leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law or per any written property lien agreement.

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

LEAD-BASED PAINT PROVISIONS (Applicable only if the Premises is a "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 in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify the 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 USE

During the lease term, 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:

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 unlawful purpose or 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.

PETS GOVT. REG.

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.

MAINTENANCE

7. To keep the Premises in clean and tenable 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.

IMPROVEMENTS

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.

GUESTS NEGLIGENCE

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 Agreement 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 Agreement.

VACATION OF PREMISES

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.

RULES

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, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.

DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to a degree that renders them untenable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. 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.

CODE VIOLATIONS CONDITIONS AFFECTING HABITABILITY

The Premises and the building of which they are a part are **NOT** currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this Agreement. The Premises do **NOT** contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: 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.

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 WHENEVER 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.

Notice: 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://www.widocoffenders.org> or by phone at 877-234-0085.

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	✓ Check	Attachment	✓ Check
Guarantee/Renewal/Assignment/Sublease		Code Violations	
Rules and Regulations		Real Estate Agency Disclosure	
Lead-Based Paint Disclosure & Pamphlet		Other:	
Nonstandard Rental Provisions		Other:	

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on _____.

LANDLORD: _____

TENANTS: _____

TENANTS: _____

Drafted by Attorney Debra Peterson Conrad

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

ADDENDUM TO RESIDENTIAL LEASE (RIDER)

This Addendum may be used with the Wisconsin REALTOR® Association Residential Lease (WRA-NRL) with a 2002 copyright date.

1 This Addendum is made part of and modifies the Residential Lease dated _____, entered into by
2 _____ (Landlord), and _____
3 _____ (Tenant(s)),
4 with respect to the Premises at _____.

5 ■ **SECURITY DEPOSIT.** Replace the last four sentences of the SECURITY DEPOSIT section with:
6 The deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21
7 days after Tenant vacates the Premises, as described in Wis. Stat. § 704.28(4).

8 ■ **INFORMATION CHECK-IN SHEET.** Replace entire CHECK-IN REPORT section with:
9 Tenant acknowledges that when Tenant commences his or her occupancy of the Premises, Landlord is required to
10 provide an information check-in sheet containing an itemized description of the condition of the Premises at the time of
11 check-in. Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the
12 check-in sheet and return it to Landlord. An information check-in sheet is not required for the rental of a plot of ground
13 on which a manufactured home or a mobile home may be located [per Wis. Stat. § 704.08].

14 ■ **DISPOSITION OF PERSONAL PROPERTY LEFT BY TENANT.** Replace the last sentence of the ABANDONMENT
15 section with:
16 Unless otherwise agreed to in writing, if Tenant removes from the Premises and leaves personal property, Landlord will
17 not store the personal property. Landlord may presume the personal property owned by Tenant or by others is
18 abandoned and may dispose of the abandoned personal property in any manner deemed appropriate by Landlord.

19 If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property
20 for 7 days from the date on which the Landlord discovers the property. After that time, Landlord may dispose of this
21 property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if
22 Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)].

23 If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must
24 give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's
25 intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].

26 ■ **TENANT RULES & OBLIGATIONS: USE: ITEM 2.** Delete the phrase "any unlawful purpose or."

27 ■ **CODE VIOLATIONS.** Replace the first sentence of the CODE VIOLATIONS section with:
28 Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a
29 common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been
30 corrected, unless disclosed in Special Conditions or an Attachment to this Agreement [per Wis. Stat. § 704.07(2)(bm)].

31 ■ **CARBON MONOXIDE DETECTOR NOTICE.** Add the following NEW section:
32 Landlord shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required
33 by law. If the Premises is within a building with three or more dwelling units, Landlord shall maintain the CO detectors.
34 If Tenant or any government inspector gives written notice to Landlord that a CO detector is not functional or has been
35 removed, Landlord shall repair or replace the detector within 5 days after receipt of the notice. If the Premises is a one
36 or two-family dwelling, Tenant shall maintain the CO detectors in the Premises. Upon discovery that the CO detector
37 requires maintenance, Tenant agrees to immediately either provide any maintenance necessary to make that detector
38 functional or provide Landlord written notice regarding the required maintenance. If the Premises is within a building
39 with three or more dwelling units, upon discovery that a CO detector in the Premises is not functional or has been
40 removed, Tenant agrees to immediately give Landlord written notice regarding the non-functioning or missing detector.

41 ■ **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and
42 carefully read this Addendum.

43 (X) _____ (X) _____ (X) _____ (X) _____
44 Tenant's Initials ▲ Date▲ Tenant's Initials ▲ Date▲ Tenant's Initials ▲ Date▲ Tenant's Initials ▲ Date▲

45 (X) _____ (X) _____ (X) _____ (X) _____
46 Tenant's Initials ▲ Date▲ Tenant's Initials ▲ Date▲ Landlord's Initials ▲ Date▲ Landlord's Initials ▲ Date▲
47