## **WISCONSIN RESIDENTIAL RENTAL AGREEMENT**

LIVAIII	adults and	children)	LANDLORD:		
			Agent for service of	(name)	(phone)
-	<del></del> -		process		(phone)
PREMISES: Build	ding Address			(address)	
			(city, village, to Agent for maintenance,		(state) (zip)
	(street)		maintenance, management		(phone)
(city, village,		(state) (zip)	a.a.g	(street)	
	n/unit		(city, village, to		(state) (zip)
Other:Included furnis	shings/appliances: ref	rigerator, range, oven	collection	(name)	(phone)
other (list or at	tach addendum):		of rents	(street)	
			(city, village, to	own)	(state) (zip)
		for Premises and	<b>TERM:</b> (Strike eith		
		) month and is payable at			,; <sup>,</sup> ng on,;
	day or dagn		and continuin	ng to,	
			If tenancy is to	be continued beyond	pires without further notic this term, parties shou
	l pay a late fee of \$ d by Landlord for Tena	nt's returned checks are		its for this in advance of	f the expiration.
payable by Ten	ant. Landlord shall pro	ovide a receipt for cash	Electricity		_andlord Tenant 
		than one, are jointly and	Gas	_	
-		of any payments due of a delinquent payment	Heat Air conditioning		
does not consti	tute a waiver of that de	fault or any other default	Sewer/water	_	
under this Agree	ement. Other Landlord o	r Tenant obligations:	Hot Water Trash	_	
			Other		
			If utilities or se metered tenant's	rvices payable by Te share of payments are	enant are not separate e allocated as follows:
accounting for amount with and the amount with which Tenant is responding of the tenequest in writing a security deposit shather security depositions of the security depo	ant surrenders the Premi bunts withheld. The state thheld as reasonable cor sponsible, normal wear a rm of the Agreement to list of physical damages all be made for any such t as payment for the last ROM PRIOR TENANT? Lys after the start of thei	ses. If any portion of the de- ement shall describe each ite impensation for each item or and tear excepted, may be notify Landlord of any addit or defects, if any, charged a damage or defect for which month's rent without the w S SECURITY DEPOSIT: To t tenancy: (a) inspect the u	eposit is withheld, Landlo em of physical damage of r claim. The reasonable deducted from the secu- cional damage or defects against the previous tend in written notification was ritten permission of Land Tenant is hereby notificant and notify Landlord of	ord must provide Tenar or other claim made ag cost of repair for wast- urity deposit. Tenant has s existing prior to the T ant's security deposit. N given within the time s dlord. ed that Tenant may of any pre-existing dat	address within twenty-on the with a written statemed gainst the security depose, neglect, or damages fas seven (7) days from the enant's occupancy and/blo deduction from Tenant tated. Tenant may not use do any of the following mages or defects, and (
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84 **TENANT'S NOTICE TO VACATE:** Rental Agreement for Term - Tenant must provide Landlord with written notice at least two (2) full calendar months or sixty (60) days, whichever is greater, prior to the ending of the rental term. The notice shall inform Landlord whether Tenant intends to vacate the Premises at the end of the term or enter into a new agreement. An Agreement for term may only be terminated at the end of the term. Month Tenancy - Tenant must provide Landlord with written notice at least one (1) full calendar month or thirty (30) days, whichever is greater, prior to ending a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of each calendar month.

90 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the 94 Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice 95 96 97 that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice 99 to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration 100 101 or termination of this Agreement or its extension or renewal, 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 any rent received, less costs of re-renting, toward Tenant's 102 103 obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full 104 105 period of the absence.

PERSONAL PROPERTY: Any personal property left at the Premises after Tenant has vacated will be considered to have no value and will be disposed of accordingly, unless Tenant notifies Landlord in writing, and prior to vacating, that the property is not abandoned.

USE OF PREMISES AND 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 purpose; (2) engage in activities which unduly disturb neighbors or tenants, (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 Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

115 MAINTENANCE: Pursuant to sec. 704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as 116 117 subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not 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, or attach or display 118 119 anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise 120 allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and 121 operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to 122 prevent damage to the Premises and the building in which it is located. 123

**RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules have been given to Tenant at the time of application and at the time of the signing of this Agreement.

BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) 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 fourteen (14) days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any term. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including secs. 704.07(4) and 704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

RESPONSIBILITY FOR UTILITIES: Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

142 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement is to be considered and defined as "rent."

144 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability at the Premises unless indicated otherwise in writing.

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

**REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (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 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 from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

**EXTERMINATION COSTS:** Tenant will be responsible for any and all costs of extermination or removal of any insects, pests, or rodents that are found on the Premises and which are a result of the tenant's acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste from the Premises, and/or Tenant's improper use of the Premises.

RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

166 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy unless other arrangements have been made in writing.

168 ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

**MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.