

MADISON PROPERTY MANAGEMENT, INC.

LEASE AGREEMENT

1202 Regent Street, Madison, WI 53715

(608) 251-8777; FAX (608) 255-9656

This lease agreement was drafted by Madison Property Management, Inc., who represents the Landlord.

This lease of _____ # _____, _____ (Premises) is entered into by and between the Landlord and the Tenant (referred to in the singular whether one or more) on the following terms and conditions:

LANDLORD: _____

AGENT FOR SERVICE OF PROCESS:

Madison Property Management, Inc.
1202 Regent St., Madison, WI 53715
Telephone: 608-251-8777

After hours Emergencies: 608-258-7726

AGENT FOR MAINTENANCE AND MANAGEMENT: Same

AGENT FOR COLLECTION OF RENTS: Same

TENANT: _____

TERM: This lease shall begin at noon on _____ and continue to _____ at _____. **NOTE:** This is a fixed term lease and shall expire without further notice. If tenancy is to continue beyond this lease term, both parties must agree in advance.

UTILITIES: Tenant is responsible for the costs associated with telephone, internet, cable T.V. and the following utilities:

EXAMPLE: All heat, gas, electric & trash removal

Tenant agrees to promptly pay any utility bills for which Tenant is responsible.

RENT: Tenant agrees to pay rent of \$ _____ for the Premises on or before the **FIRST** day of each month, without demand, payable to **{Checks-payable-to?}** and delivered to 1202 Regent Street, Madison, WI 53715. Rent is due on or before the **FIRST** day of each month regardless of what day the first occurs, including weekends, days our office is closed, breaks or vacations, with no exceptions. If any portion of rent is received after the **FIRST** day of the month, tenant agrees to pay a late fee equal to 5% of the total monthly rent. Cash payments will be accepted for the exact amount only and tenant must obtain a written receipt. Landlord accepts no responsibility for any cash payment mailed or placed in the drop box. Receipts are not provided for checks or money orders. **ALL TENANTS, IF MORE THAN ONE, ARE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ANY PAYMENTS DUE UNDER THIS LEASE. All payments will be first applied to any outstanding portions of the Rent, late fees and other charges owed by Tenant and then applied to the monthly rent currently due.**

RELEASE OF OWNER: Except to the extent of Liability (if any) for property damage or personal injury caused by negligent acts or omissions of Landlord: (a) Landlord is not responsible for any injury, property damage or loss sustained and/or caused by Tenant and/or Tenant's guests; and (b) Tenant expressly waives claims against Landlord for any such injury, damage or loss. Tenant agrees to release Landlord from responsibility and indemnify Landlord for any damage, loss or injury caused by any other person occupying the Unit, or by Landlord or damages which result from any Tenant acts of failure to act; provided, however, that the foregoing shall not be construed as imposing liability on Tenant for: (i) personal injury arising from causes clearly beyond Tenant's control, (ii) property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests/invitees. Clauses (i) and (ii) in the immediately preceding sentence are not intended to affect ordinary maintenance obligations assumed by Tenant under this Lease.

SPECIAL CONDITIONS: The attached house rules addendum, drug free housing addendum, pet addendum (if applicable), and Non-Standard Rental Provisions addendum are hereby incorporated into this lease agreement.

OTHER LANDLORD OR TENANT OBLIGATIONS: _____

SECURITY DEPOSIT: Upon signing this lease, Tenant agrees to pay a security deposit in the amount of \$ _____ to be held by the Landlord in the Landlord's operating account.

TIME IS OF THE ESSENCE as to all provisions set forth in this Lease Agreement and attached addenda. "Time is of the essence" means that a deadline must be strictly followed.

THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF.
NOTE: SIGNING THIS LEASE CREATES LEGAL ENFORCEABLE RIGHTS.

IN WITNESS WHEREOF, the Tenant(s) have executed this Lease on ____/____/____.

Tenant Signature(s) _____

Landlord By _____ /____/____

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under the Lease are subject to and governed by, statutes, rules and ordinances, including Chapter 704, Wis. Statutes, Wis. Admin. Code Chapter Ag 134, applicable local ordinances, and common law. Both parties shall obey all governmental orders, rules and regulations related to the premises, including local housing codes.

POSSESSION/ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided herein.

Until the expiration date specified in the Lease, and so long as the Tenant is not in default, the Tenant has the right to exclusive possession of the premises, except as hereafter provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension or renewal, or its termination in accordance with its terms or the law. If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for Tenant's breach of Lease, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less cost of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency. If Tenant leaves personal property on the premises after Tenant vacates or abandons the Premises, Landlord shall dispose of the property as provided in Wis. Stat. 704.05(5).

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 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 no more than two overnight guests per night, and no guest may stay more than three consecutive nights without prior written Landlord approval. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located. Tenant is responsible for the conduct of any guest, and financially responsible for any damages, cleaning charges or any other liability resulting from the negligence of Tenant or Tenant's guests.

MAINTENANCE: Landlord, under section 704.07, 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 fully cooperate with Landlord's performance of maintenance. Tenant shall maintain the Premises under Tenant's control in a clean state. Tenant shall not commit waste, neglect the premises, nor damage the Premises during the Lease term, normal wear and tear excepted. Tenant shall not, without written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, or alter the appearance of the Premises or the property of which it is a part. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heating to 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 required under the rules of the Department of Industry, Labor and Human Relations and any applicable local ordinances and each party shall fulfill its responsibility under those rules.

BREACH/TERMINATION: Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tenant neglect or fail to perform and observe any of the terms of the 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 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 as provided in sec. 704.17, Wis. Stats. This provision shall apply to any Lease term. If Landlord commits a breach, Tenant has rights, under Chap. 704, Wis. Stats. including secs. 704.07(4) and under Wis. Admin. Code Chap. Ag 134.

CODE VIOLATIONS/ADVERSE CONDITIONS: If the Premises or the common areas of the building are currently cited for uncorrected building or housing code violations, or Landlord has actual knowledge of conditions that present a significant threat to Tenant's health or safety these conditions are listed under Special Provisions, or on a separate addendum to this Lease, which must be signed by Tenant before this Lease is signed or any deposit is accepted.

EFFECTIVE DATE/RIGHT OF REFUSAL: Tenant agrees that the terms of the Lease and any addendums become effective as of the date Tenant signs the Lease. Until Landlord has executed this Lease, Landlord shall have the unrestricted right to refuse acceptance of Tenant for any reason. Such refusal shall not be based; however, on Tenant's race, religion, sex, national origin, or other protected class. If Landlord refuses to execute this Lease, Landlord shall refund to Tenant any security deposit and previously paid rent.

DAMAGE BY CASUALTY: If the Premises are partially damaged by fire, water, or other casualty, the Premises shall be repaired as soon as reasonably possible by Landlord, and rent abates to the extent the Tenant is deprived of the full normal use of the premises. If the damage is so extensive as to render the Premises untenable, the rent shall abate until the repairs are made; or this Lease may be terminated by either Tenant or Landlord and the rent pro-rated to the date of damage unless Landlord proceeds promptly to repair or rebuild the premises. In the event the fire, water, or other casualty is caused by the negligence or improper use of Tenant, Tenant agrees to compensate Landlord for all costs incurred as a result of the damage, and rent shall not abate during the period of repair.

ENTRY: Tenant agrees to allow Landlord to enter the Premises at reasonable times for showings to prospective Tenants with 12 hours advance notice and showings to prospective purchasers, inspections, or to make repairs with 24 hours advance notice, or anytime when Landlord has reason to believe a health or safety emergency exists. Tenant agrees that Landlord may provide Notice of entry to Tenant by telephone, E-mail, or in writing. **TENANT AGREES THAT A REQUEST FOR MAINTENANCE BY TENANT GIVES LANDLORD PERMISSION TO ENTER THE PREMISES.** Landlord retains the right to enter the unit for any and all emergency situations without prior notice. Neither party shall add or change locks without providing the other party access to the Premises. Improper denial of access to the Premises is a material breach of the Lease.