

RESIDENTIAL RENTAL AGREEMENT

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

3 **TENANT:** (\_\_\_\_\_ adults and \_\_\_\_\_ children)  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

8 **PREMISES:** Building Address  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_ (street)  
12 \_\_\_\_\_  
13 \_\_\_\_\_ (city, village, town) \_\_\_\_\_ (state) (zip)  
14 Apartment/room/unit: \_\_\_\_\_  
15 \_\_\_\_\_  
16 Other: \_\_\_\_\_  
17 Included furnishings/appliances: refrigerator, range, oven  
18 other (list or attach addendum): \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

22 **RENT:** Rent of \$\_\_\_\_\_ for Premises and  
23 \$\_\_\_\_\_ for other (specify \_\_\_\_\_)  
24 is due on the \_\_\_\_\_ day of each month and is payable at  
25 \_\_\_\_\_.  
26 If rent is received after \_\_\_\_\_  
27 the Tenant shall pay a late fee of \$\_\_\_\_\_.  
28 Charges incurred by Landlord for Tenant's returned checks are  
29 payable by Tenant. Landlord shall provide a receipt for cash  
30 payments of rent. **All tenants, if more than one, are jointly and**  
31 **severally liable for the full amount of any payments due**  
32 **under this Agreement.** Acceptance of a delinquent payment  
33 does not constitute a waiver of that default or any other default  
34 under this Agreement. Other Landlord or Tenant obligations:  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_

39 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$\_\_\_\_\_ to be held by  
40 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one  
41 (21) days after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement  
42 accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit,  
43 and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect, or damages for  
44 which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7) days from the  
45 beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or  
46 request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's  
47 security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use  
48 the security deposit as payment for the last month's rent without the written permission of Landlord.

49 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following  
50 within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b)  
51 request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant,  
52 Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless  
53 of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the  
54 request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever  
55 occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit.  
56 If Landlord provides Tenant with an Inspection Checklist and Tenant fails to return it to Landlord within seven (7) days after the start of the  
57 tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

58 **TIME IS OF THE ESSENCE** as to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement  
59 or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this  
60 Agreement or by law, and \_\_\_\_\_. (strike any parts not applicable).  
61 *Time is of the essence* means that a deadline must be strictly followed.

62 Special Provisions: \_\_\_\_\_  
63 \_\_\_\_\_

64 **Pets and water beds are not permitted unless indicated otherwise in writing.**

65 **RENTAL DOCUMENTS:** Landlord has provided Tenant a copy of this Agreement and any rules relating to the Premises as well as any nonstandard  
66 rental provisions prior to the signing of this Agreement, and before any earnest money or security deposit was accepted. Landlord shall give  
67 Tenant a copy of this Agreement, any rules relating to the Premises, and nonstandard rental provisions when this Agreement is signed by  
68 Tenant. Landlord shall give Tenant Inspection Checklist, keys, and \_\_\_\_\_, on or before commencement of this Agreement.

69 **NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.**

70 **CO-SIGNER / GUARANTOR**  
71 In consideration of Landlord renting the Premises, to Tenant, the  
72 undersigned guarantees payment of all amounts due under this  
73 Agreement and performance of all covenants. This Guarantee is  
74 irrevocable and is not affected by modification or extension of this  
75 Agreement.  
76 Signature: \_\_\_\_\_  
77 (print name) \_\_\_\_\_ (date)  
78 \_\_\_\_\_  
79 \_\_\_\_\_ (address)  
80 Signature: \_\_\_\_\_  
81 (print name) \_\_\_\_\_ (date)  
82 \_\_\_\_\_  
83 \_\_\_\_\_ (address)

**LANDLORD:** \_\_\_\_\_  
  
Agent for  
service of \_\_\_\_\_  
(name) \_\_\_\_\_ (phone)  
process \_\_\_\_\_  
(address)  
\_\_\_\_\_  
(city, village, town) \_\_\_\_\_ (state) (zip)  
Agent for  
maintenance, \_\_\_\_\_  
(name) \_\_\_\_\_ (phone)  
management \_\_\_\_\_  
(street)  
\_\_\_\_\_  
(city, village, town) \_\_\_\_\_ (state) (zip)  
Agent for  
collection \_\_\_\_\_  
(name) \_\_\_\_\_ (phone)  
of rents \_\_\_\_\_  
(street)  
\_\_\_\_\_  
(city, village, town) \_\_\_\_\_ (state) (zip)

**TERM:** (Strike either (a) or (b)  
(a) Month to month beginning on \_\_\_\_\_, \_\_\_\_\_.; or  
(b) For a term of \_\_\_\_ months/beginning on \_\_\_\_\_, \_\_\_\_\_  
and continuing to \_\_\_\_\_, \_\_\_\_\_.  
**NOTE:** *An Agreement for a fixed term expires without further notice.  
If tenancy is to be continued beyond this term, parties should  
make arrangements for this in advance of the expiration.*

UTILITIES:	Check if paid by:	Landlord	Tenant
Electricity		_____	_____
Gas		_____	_____
Heat		_____	_____
Air conditioning		_____	_____
Sewer/water		_____	_____
Hot Water		_____	_____
Trash		_____	_____
Other		_____	_____
If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:			
_____			

**LANDLORD/AGENT**  
  
Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_ (date)  
**TENANT**  
  
Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_ (date)  
  
Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_ (date)  
  
Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_ (date)  
  
Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_ (date)

**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 to 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.

**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 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 that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice 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 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 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 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.

**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 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 anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

**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 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.

**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."

**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.

**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.

**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.