

WISCONSIN RESIDENTIAL RENTAL AGREEMENT

	This Rental Agreement (also referred to as "Agreement") dated Landlord and Tenant (singular whether one or more) for the following	
3	TENANT: (Each adult who signs this Agreement as a Tenant)	PREMISES:
	OTHER OCCUPANTS:	
	LANDLORD:	LANDLORD'S AGENT: ☐ More than one, see Agents Addendum
		inore than one, see Agents Addendant
	AGENT'S RESPONSIBILITIES: Landlord's Agent is designated/authorized	for the following (Landlord is otherwise designated):
13		gement
14 15	*The person/agent designated for accepting service of process mu be made in person (no PO Boxes).	·
16	TERM: (Select only one)	
17 18	☐ This is a fixed-term rental agreement beginning on	and ending on 30, 2019). There is no automatic renewal provision.
19 20 21	☐ This is a month-to-month rental agreement beginning on	
22	MOVE-IN/MOVE-OUT TIME: Move-in time:	Move-out time:
24 25	RENT: \$ for rent of the Premises is due on the be charged a late fee of \$ if rent is received after the they are incurred. If rent is paid in cash, Landlord shall provide Tena payment. Rent for partial months will be prorated. Tenant shall pay for	_ day of the month. Tenant shall pay late fees in the same month nt with a written receipt stating the nature and amount of the
27 28	Parking is included in rent. Details:	
29	Deliver or mail payments to:	
30	☐ Landlord's Agent at address above	OR
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	INCLUDED FURNISHINGS: (Check all that apply)	
	☐ Refrigerator ☐ Oven/Range ☐ Microwave ☐ Dishwasher ☐ Window-Unit Air Conditioner ☐ Others:	·
35	UTILITIES : Check the utilities which are payable by Tenant:	
36	☐ Heat ☐ Electricity ☐ Gas ☐ Sewer/Water ☐ Hot Water ☐	Trash Dther:
37	Any utilities or services that are payable by Tenant, but are not separate	tely metered, will be allocated to Tenant as follows:
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40 41 42	SECURITY DEPOSIT AND MOVE-IN INSPECTION : A security deposit of \$\\$ be held by Landlord. Landlord shall provide Tenant with a written receipt unless payment is made by a check that states the purpose for which receipt if requested by Tenant). Tenant shall not use or consider the slast month. Upon occupancy, Landlord will provide Tenant with a check	It for the deposit stating the nature of the deposit and its amount, it was given (Landlord shall still provide Tenant with a written ecurity deposit as payment of rent for any month, including the

44 of the Premises regarding preexisting damages or defects, and Tenant shall have 7 days from the date of occupancy to return it to 45 Landlord. Tenant shall deem the Premises to be in good condition except for those items listed on a check-in sheet that is returned to 46 Landlord within 7 days from the date Tenant begins occupancy of the Premises. Within 7 days after the start of tenancy, Tenant may 47 request, in writing, a list of physical damages or defects, if any, charged to the previous tenant's security deposit. Upon such a request, 48 Landlord will provide Tenant with a list of all physical damages or defects charged to the previous tenant's security deposit, regardless 49 of whether those damages or defects have been repaired. Landlord will provide the list within 30 days after Landlord receives the written 50 request, or within 7 days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord 51 need not disclose the previous tenant's identity, or the amounts withheld from the previous tenant's security deposit.

82 RETURN OF SECURITY DEPOSIT: Landlord may withhold from the security deposit amounts reasonably necessary to pay for (1) Tenant 3d damage, waste, or neglect of the Premises, except for normal wear and tear, (2) unpaid rent for which Tenant is legally responsible, subject to Landlord's duty to mitigate under § 704.29, Wis. Stats., and (3) any other reason permitted by § 704.28(1), Wis. Stats. Landlord 5s shall deliver, mail, or provide by electronic means to Tenant the full amount of any security deposit paid by Tenant, less any amounts 56 that may be withheld, within 21 days after any of the following: (a) if Tenant vacates the Premises on the termination date of this Agreement, the date on which this Agreement terminates; (b) if Tenant vacates the Premises or is evicted before the termination date 58 of this Agreement, the date on which this Agreement terminates or, if Landlord rerents the Premises before this Agreement terminates, 59 the date on which the new tenant's tenancy begins; (c) if Tenant vacates the Premises or is evicted after the termination date of this 60 Agreement, the date on which Landlord learns that Tenant has vacated the Premises or has been removed from the Premises under § 799.45(2), Wis. Stats. If Landlord withholds any portion of the security deposit, Landlord shall, within the same time period specified in 62 the preceding sentence, deliver, mail, or provide by electronic means (such as by email) to Tenant a written statement accounting for 3 all amounts withheld. The statement shall describe each item of physical damages or other claim made against the security deposit, and the written accounting for any amounts withheld, if applicable, to Tenant's last-known address, even if that address is the Premises 66 because Tenant failed to leave a forwarding address.

67 **JOINT AND SEVERAL LIABILITY**: Each Tenant is jointly and severally liable for all obligations under this Agreement. Therefore, **each** 68 **Tenant is liable/responsible for paying all money due to Landlord under this Agreement, not just a proportionate share.**

RULES: Landlord may establish rules governing the use and occupancy of the Premises, the building in which it is located, the property on which it is located, and any other common areas. Tenant's failure to substantially comply with the rules will be a breach of this Agreement. Landlord has given Tenant a copy of the rules, if applicable, for inspection prior to entering into this Agreement, as well as at the time of signing this Agreement. Landlord may make reasonable amendments to the rules to provide for new amenities, changed circumstances, or adverse conditions. Such amendments may not unreasonably interfere with Tenant's use and enjoyment of the Premises or the common areas.

MAINTENANCE AND REPAIRS: Pursuant to (and subject to) § 704.07, Wis. Stats., except for repairs made necessary by Tenant's negligence or improper use of the Premises or from damage by casualty that was not the result of the negligence or intentional act of Landlord, Landlord shall (1) keep in reasonable state of repair portions of the Premises and equipment under Landlord's control, (2) make all necessary structural repairs, and (3) comply with applicable local housing codes (or comply with § 704.07(2)(a)4., Wis. Stats., if the Premises is not subject to a local housing code). Tenant shall keep the Premises clean, tidy, and in as good of a condition as Tenant or received it or as subsequently improved by Landlord, normal wear and tear excluded. Except as provided in the rules or as allowed by Landlord's written consent, Tenant shall not physically alter or redecorate the Premises, remove fixtures, cause any contractor's lien to attach to the Premises, commit or allow 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 of which it is a part. Requests for non-emergency repairs should be made in writing to Landlord's Agent designated for Maintenance and Management, if one is designated, otherwise to Landlord. Tenant shall immediately notify Landlord's Agent for Maintenance and Management, if one is designated, otherwise Landlord, of any condition that requires immediate repair or attention.

87 **PROMISES TO REPAIR**: Every promise or representation made by Landlord to Tenant that the Premises will be cleaned, repaired, or 88 otherwise improved by Landlord shall specify the date or time period in which the aforementioned will be completed. Landlord shall 89 complete the aforementioned promises within the time period represented, unless the delay is for a reason beyond Landlord's control 90 (an exception to "Time is of the Essence" clause). Landlord shall give timely notice to Tenant of reasons for delay in performance and 91 when the cleaning, repairs, or improvements will be completed. Any promise made by Landlord before the execution of this Agreement 92 will be listed in this Agreement or attached in writing as a separate addendum to this Agreement.

93 <u>UNTENANTABILITY/DAMAGE BY CASUALTY</u>: If the Premises become untenantable because of damage by fire, water, or other casualty 94 or because of any condition hazardous to health, or if there is a substantial violation of Landlord's duty to repair materially affecting the 95 health or safety of Tenant, Tenant may remove from the Premises unless Landlord proceeds promptly to repair, rebuild, or eliminate 96 the same. Tenant may remove from the Premises if the repair, rebuilding, or elimination would impose undue hardship on Tenant. If 97 Tenant remains in possession, and the condition materially affects the health or safety of Tenant or substantially affects the use and 98 occupancy of the Premises, rent abates to the extent Tenant is deprived of the full normal use of the Premises. If Tenant justifiably 99 moves out under this section, Tenant is not liable for rent after the Premises become untenantable and Landlord will repay any rent 100 paid in advance apportioned to the period after the Premises become untenantable. This section does not apply if the damage or 101 condition is caused by negligence of, or improper use by, Tenant.

USE OF THE PREMISES AND GUESTS: Tenant shall only use the Premises as a private residence. The Premises shall not be used to operate a business or provide child care for children not listed as occupants in this Agreement. Tenant shall not use the Premises, or allow the Premises to be used, in any way that is unlawful, dangerous, or would cause a cancellation, restriction, or increase in premium in Landlord's insurance. Tenant shall not make, or allow others to make, physical changes in the nature of the Premises, including decorating, removing, altering, or adding to the structures thereon, without prior consent of Landlord. Tenant cannot use the Premises in such a manner, or engage in such activities, which unduly disturb neighbors or tenants or which unreasonably interfere with the use by other tenants. No guest may stay for more than 2 weeks without written consent of Landlord, which will not be unreasonably withheld. The presence of guests must not interfere with the quiet use and enjoyment of other tenants, and the number of guests must be reasonable relative to the size and facilities of the Premises. Tenant shall be liable for any property damage, waste, or neglect of the Premises or the property of which it is a part due to the acts or inaction of Tenant, other occupants (including anyone in Tenant's 112 household), Tenant's or other occupants' guests, or Tenant's or other occupants' invitees, normal wear and tear excepted.

113 **PROHIBITION AGAINST UNLAWFUL ACTIVITY**: Tenant, other occupants (including anyone in Tenant's household), Tenant's or other 114 occupants' guests, or Tenant's or other occupants' invitees shall not engage in or allow others to engage in unlawful activity in the 115 Premises or on the property of which it is a part, including illegal drug-related activity.

116 NOTICE OF DOMESTIC ABUSE PROTECTIONS:

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- 117 (1) As provided in section 106.50 (5m)(dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can 118 prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the 119 eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
 - (a) A person who was not the tenant's invited guest.
 - (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
 - 1. Sought an injunction barring the person from the premises.
 - 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- 125 **(2)** A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in 126 certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should 127 contact a local victim service provider or law enforcement agency.
- 128 (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs all 129 instances.
- 130 **DAMAGE OR INJURY SUSTAINED BY TENANT OR THIRD PARTIES**: Landlord is not responsible for any injury or damage that was not 131 caused by a willful or negligent act or failure to act by Landlord. *Tenant is advised to obtain Renter's Insurance*.
- 132 <u>POSSESSION</u>: Except as provided in this Agreement and by law, or otherwise in a written agreement between the parties, and so long 133 as Tenant is not in default, Tenant shall have the right to exclusive possession of the Premises until the expiration or termination of this
- 134 Agreement, including any extension or renewal. Tenant shall promptly return possession of the Premises to Landlord upon the expiration
- 135 or termination of this Agreement, including any extension or renewal, or upon termination of Tenant's tenancy.
- 136 **ENTRY BY LANDLORD**: Landlord may enter the dwelling during tenancy at reasonable times, upon at least 12 hours advance notice 137 (unless Tenant consents to a shorter time period), and for the amount of time reasonably required, to inspect the Premises, make 138 repairs, or show the Premises to prospective tenants or purchasers. Landlord may enter without advance notice if a health or safety
- 139 emergency exists, or if Tenant is absent and Landlord reasonably believes that entry is necessary to protect the Premises from damage.
- 140 It is a breach of this Agreement to improperly deny or prevent entry. Landord may provide notice of entry by electronic means, such as 141 by email delivery.
- 142 NOTICE TO TERMINATE MONTH-TO-MONTH TENANCY (WITHOUT CAUSE): Unless otherwise agreed to in writing, either party can terminate a month-to-month tenancy without cause by giving written notice to the other party at least 28 days prior to the termination date in the notice. The termination date must be the last day of a calendar month. Notices must be given pursuant to § 704.21, Wis. Stats.
- BREACH AND TERMINATION: The following applies to any lease for a specific term. If Tenant fails to pay any installment of rent when due, Tenant's tenancy is terminated if Landlord gives Tenant notice requiring Tenant to pay rent or vacate the Premises on or before a date at least 5 days after giving the notice (hereafter referred to as a "5-Day Notice to Pay Rent or Vacate") and if Tenant fails to pay a accordingly. If within one year of receiving a 5-Day Notice to Pay Rent or Vacate, Tenant fails to pay a subsequent installment of rent on time, then Tenant's tenancy is terminated if Landlord, while Tenant is in default in payment of rent, gives Tenant notice to vacate the Premises on or before a date at least 14 days after giving the notice (hereafter referred to as a "14-Day Notice to Vacate for Rent Default"). If Tenant commits waste or a material violation of § 704.07(3), Wis. Stats., or breaches any covenant or condition of this Agreement, other than for payment of rent, Tenant's tenancy is terminated if Landlord gives Tenant notice requiring Tenant to remedy the default or vacate the Premises on or before a date at least 5 days after giving the notice (hereafter referred to as a "5-Day Notice to Remedy Non-Rent Default or Vacate"), and if Tenant fails to comply with the notice to remedy the default. If within one year of receiving a 5-Day Notice to Remedy Non-Rent Default or Vacate, Tenant subsequently commits waste or breaches any covenant or condition of this Agreement, other than for payment of rent, Tenant's tenancy is terminated if Landlord gives Tenant notice to vacate the Premises on or before a date at least 14 days after giving the notice (hereafter referred to as a "14-Day Notice to Vacate for Non-Rent Default").
- The following applies to month-to-month tenancies. Landlord may give Tenant a 5-Day Notice to Pay Rent or Vacate or a 14-Day 160 Notice to Vacate for Rent Default while Tenant is in default in payment of rent. Landlord may give Tenant a 5-Day Notice to Remedy

161 Non-Rent Default or Vacate or a 14-Day Notice to Vacate for Non-Rent Default if Tenant commits waste or breaches any covenant or 162 condition of this Agreement.

The following applies to all tenancies. Landlord may terminate Tenant's tenancy as provided in § 704.17(3m), Wis. Stats. It generally 164 provides that Landlord may, upon proper notice to Tenant, terminate Tenant's tenancy, without giving Tenant an opportunity to remedy 165 the default, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household 166 engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the premises by, other tenants; 167 engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by, persons 168 residing in the immediate vicinity of the premises; engages in any criminal activity that threatens the health or safety of the landlord or 169 an agent or employee of the landlord; or engages in any drug-related criminal activity on or near the premises. Pursuant to § 704.44(9), 170 Wis. Stats., Tenant's tenancy shall not be terminated based solely on the commission of a crime committed in or on the rental property 171 if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by § 950.02(4), Wis. Stats., of that crime.

Notices under this section must be in writing and given as specified in § 704.21, Wis. Stats.

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DUTY AFTER EVICTION OR SURRENDER; MITIGATION: If Tenant unjustifiably removes from the Premises prior to the termination date of this Agreement, including any extension or renewal, or if Tenant is removed for failure to pay rent or any other breach of this Agreement, Landlord can recover rent and damages except amounts which Landlord could mitigate in accordance with § 704.29, Wis. This means that, among other things, Tenant may still be liable for rent and other obligations due under this Agreement even if Tenant surrenders the Premises or is evicted by Landlord.

178 **EFFECT OF HOLDING OVER AFTER EXPIRATION OF LEASE**: If Tenant holds over after expiration of this Agreement, Landlord may in every case proceed in any manner permitted by law to remove Tenant and recover damages for such holding over. However, Landlord may 180 elect, instead, to hold Tenant on a month-to-month basis, with the same terms and conditions of this Agreement, by accepting rent for 181 any period after expiration of this Agreement. This section applies except as the parties agree otherwise, in writing.

DAMAGES FOR FAILURE OF TENANT TO VACATE AT END OF LEASE OR AFTER NOTICE: Pursuant to § 704.27, Wis. Stats., if Tenant remains in possession without consent of Landlord after expiration or termination of tenancy, Landlord may, at Landlord's discretion, recover from Tenant damages suffered by Landlord because of the failure of Tenant to vacate within the time required. In the absence of proof of greater damages, Landlord shall be entitled to recover as minimum damages twice the rental value apportioned on a daily basis for the time Tenant remains in possession. Rental value in this section means the amount for which the Premises might reasonably have been rented, but not less than the amount actually paid or payable by Tenant for the prior rental period, and includes the money equivalent of any obligations undertaken by Tenant as part of this Agreement, such as payment of taxes, insurance, and repairs. Nothing in this section prevents Landlord from seeking and recovering any other damages to which Landlord may be entitled.

190 **ABANDONMENT**: If Tenant is absent from the Premises for two consecutive weeks without notifying Landlord in writing, then Landlord 191 may deem the Premises abandoned unless rent has been paid for the full period of absence.

192 PROPERTY LEFT BEHIND BY TENANT: Except as provided in this paragraph, Landlord does not intend to store personal property left behind by Tenant. If Tenant vacates from or is evicted from the Premises and leaves personal property, Landlord may presume, in the 194 absences of a written agreement between Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and 195 may, subject to the exceptions in this paragraph and subject to § 799.45(3m), Wis. Stats., dispose of the abandoned personal property 196 in any manner that Landlord, in Landlord's sole discretion, determines is appropriate. If the personal property that Tenant leaves behind 197 is prescription medication or prescription medical equipment, Landlord will, pursuant to § 704.05(5)(am), Wis. Stats., hold the property 198 for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of the property in the manner 199 that Landlord determines is appropriate, but will promptly return the property to Tenant if Landlord receives a request for its return 200 before Landlord disposes of it. If the property left behind is a manufactured home, mobile home, or titled vehicle, Landlord shall, before 201 disposing of the abandoned property, give notice of Landlord's intent to dispose of the property by sale or other appropriate means to 202 all of the following: (a) Tenant, personally or by regular or certified mail addressed to Tenant's last-known address; (b) any secured party 203 of which Landlord has actual notice, personally or by regular or certified mail addressed to the secured party's last-known address. Note 204 to Landlords: Service members on active duty, and for a period of 90 days after active duty, may have additional protections, 205 particularly under § 321.62, Wis. Stats.

206 <u>ASSIGNMENT AND SUBLEASE</u>: Tenant may not assign this Agreement or sublease the Premises without the written consent of Landlord. 207 <u>SALE OF THE PREMISES</u>: Tenant expressly releases Landlord of all obligations under this Agreement upon a voluntary or involuntary 208 transfer of ownership of the Premises. The new owner shall be solely responsible for Landlord's obligations under this Agreement.

209 <u>MISCELLANEOUS RESTRICTIONS; CHANGING LOCKS</u>: Tenant shall not have water beds or other water-filled furniture on the Premises. 210 Animals or pets are not permitted on the Premises without Landlord's prior written approval. Smoking is not allowed inside any building. 211 Tenant shall not add or change locks. At Tenant's request, Landlord will change locks or have the lock cylinder re-keyed at Tenant's

- 212 expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.
- 213 **SEVERABILITY OF PROVISIONS**: Except as provided in §§ 704.03 and 704.44, Wis. Stats., the provisions of this Agreement are severable.
- 214 If any provision herein this Agreement is rendered void or unenforceable by reason of any statute, rule, regulation, or judicial order, the 215 invalidity or unenforceability of that provision shall not affect other provisions of this Agreement that can be given effect without the
- 216 invalid provision.
- 217 **TIME IS OF THE ESSENCE**: Time is of the essence for all dates and deadlines set in this Agreement or by law, unless otherwise indicated.
- 218 Time is of the essence means that a failure to perform by the exact date or deadline is a breach of this Agreement.

- 219 **CONTROLLING LAW**: Landlord and Tenant understand their rights and obligations under this Agreement are subject to (and may be 220 expanded by) federal law, Wisconsin law, and applicable local ordinances, including local housing codes.
- 221 <u>CODE VIOLATIONS</u>: Unless otherwise indicated in writing, Landlord has no knowledge of uncorrected code violations affecting the 222 Premises that present a significant threat to Tenant's health or safety.
- 223 **NON-WAIVER**: Landlord's failure to act, or insist upon strict performance, regarding a violation or breach of any covenant or condition
- 224 of this Agreement shall not be construed as a waiver of Landlord's right to act, or insist upon strict performance, regarding a breach of 225 the same or any other covenant or condition of this Agreement. Landlord's acceptance of payment from Tenant for rent or any other
- 226 amount owed shall not waive Landlord's right to enforce a violation or breach of any covenant or condition of this Agreement.
- 227 <u>COPY OF THE RENTAL AGREEMENT</u>: Landlord may provide a copy of the rental agreement and any document related to the rental 228 agreement by electronic means.
- 229 MODIFICATIONS TO AGREEMENT: This Agreement may be modified or terminated by written agreement of Landlord and Tenant.
- 230 <u>ATTACHMENTS AND ADDENDA</u>: Any attachments or addenda are made a part of this Agreement. No oral agreements have been made.
 231 <u>ADDITIONAL PROVISIONS</u>:

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238 <u>TENANT'S ACKNOWLEDGMENT</u>: Tenant received a copy of this Agreement and any rules and regulations, if applicable, for review before 239 Tenant entered into this Agreement and before Landlord accepted any earnest money or security deposit.

This is a legal contract. Please read carefully before signing.

LANDLORD OR LANDLORD'S AGENT:		TENANT:		
Print:	Date	Print:	 Date	
Print:	 Date	Print:	Date	
COSIGNER/GUARANTOR: Landlord agrees to rent the Premises to undersigned guarantees payment of all an Agreement and performance of all cove	mounts due under this	Print:		
Guarantee is irrevocable and is not affect extension of this Agreement. Cosigners have	ted by modification or	Print:	Date	
Print:	Date	Print:	Date	
Print:	 Date			