

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 or 2 more) on the following terms and conditions:

3 TENANT: (_____ adults and _____ children)

4 _____
5 _____

6 Additional occupants under the age of eighteen (18) residing on the

7 Premises: _____

8 _____

9 PREMISES: Building Address

10 _____ (street)

11 _____ (city, village, town) _____ (state) _____ (zip)

12 Apartment/room/unit: _____

13 Included furnishings/appliances: refrigerator, range, oven

14 List other: _____

15 RENT: Rent of \$ _____ for Premises and

16 \$ _____ for other (specify _____)

17 is to be received no later than the _____ day of each month

18 and is payable at _____.

19 If rent is received after _____

20 the Tenant shall pay a late fee of \$ _____.

21 Charges incurred by Landlord for Tenant's returned checks are
22 payable by Tenant. Landlord shall provide a receipt for cash
23 payments of rent. All tenants, if more than one, are jointly and
24 severally liable for the full amount of any payments due
25 under this Agreement. Acceptance of a delinquent payment
26 does not constitute a waiver of that default or any other default
27 under this Agreement. Other Landlord or Tenant obligations:

28 _____

29 _____

30 SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ _____ to be held by Landlord or
31 Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set
32 forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The
33 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for
34 each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost
35 for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts
36 set forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

37 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the
38 start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if any,
39 charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects
40 charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant
41 within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions,
42 whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will
43 provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be
44 considered to have accepted the Premises without any exceptions.

45 NOTICE TO VACATE: Lease for Term - No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term.
46 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original
47 lease term and if so, enter into a new rental agreement accordingly. Month to Month Tenancy - Written notice must be received by the other party at least twenty-eight
48 (28) days prior to the ending of 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
49 the first day of a calendar month through the last day of a calendar month.

50 CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, in-
51 cluding Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and
52 regulations related to the Premises, including local housing codes.

53 CONDITION OF PREMISES: Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the
54 unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain
55 the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

56 RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect
57 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
58 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

59 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 Tenant to
60 substantially comply with the rules will be a breach of this Agreement and may result in the eviction of Tenant. Landlord may amend the rules to provide for newly
61 added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's
62 use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at
63 the time of the signing of this Agreement.

64 ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION: Landlord may, but is not required to, provide the following information and/or
65 documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a security deposit and any
66 documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve any
67 portion of the Premises made by Landlord prior to entering into the rental/ agreement with Tenant, (d) advance notice of entry to inspect, make repairs, or show the
68 Premises to prospective tenants or purchasers.

69 TIME IS OF THE ESSENCE: As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of
70 the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.
71 Time is of the essence means that a deadline must be strictly followed.

72 SPECIAL PROVISIONS: _____

73 _____
74 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior
75 to entering into this Agreement and prior to accepting any earnest money or security deposit.

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

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

See reverse side for additional provisions. →

78 OWNER / AGENT OF OWNER Signature: _____ (date) _____
79 Print Name: _____

80 TENANT(S) Signature: _____ (date) _____
81 Print Name: _____

82 Signature: _____ (date) _____
83 Print Name: _____

84 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary
85 and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount
86 owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

87 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of
88 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
89 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
90 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
91 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
92 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
93 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
94 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
95 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
96 unless rent has been paid for the full period of the absence.

97 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written
98 agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that
99 the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is
100 evicted from the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant
101 abandons a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to
102 dispose of property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

103 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as
104 occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which
105 unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and
106 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
107 and if the number of guests is not excessive for the size and facilities of the Premises. Unless prior written consent is given by Landlord, Tenant may not have any person
108 who is not listed on this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3)
109 consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it
110 is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

111 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from the
112 following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or interruption in any service from any cause whatsoever, (c)
113 fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or damages caused by bursting or leaking pipes or back up of sewer drains and
114 pipes, (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant
115 holds Landlord harmless from any claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

116 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in any criminal activity,
117 including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without
118 giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant,
119 a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity that
120 threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to
121 peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or
122 an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises.
123 The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or
124 conviction for the criminal activity or drug-related criminal activity.

125 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the property the
126 following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles,
127 explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without
128 the prior written consent of Landlord.

129 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the
130 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
131 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
132 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,
133 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
134 under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party
135 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.

136 **PAYMENT FOR DAMAGE:** Tenant is responsible for any damage, waste, or neglect caused by Tenant, any members of Tenant's household, guests or invitees
137 including, but not limited to, damage, waste, or neglect to the Premises, common areas, building, or grounds. Tenant must pay Landlord for any costs to repair or
138 replace any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay estimated repair cost before work will begin. Payment of
139 said cost by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the damage, waste, or neglect. Failure to pay said amounts within the
140 specified time period is a material breach of this Agreement and grounds for eviction.

141 **REIMBURSEMENT TO LANDLORD:** If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the option, but is not
142 required, to pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand. Reimbursement after
143 Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially. Failure to reimburse Landlord after demand
144 is a material breach of this Agreement and grounds for eviction.

145 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord. Modifications
146 include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, mounting of flat-
147 screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications that would be attached to the ceiling, floor or walls of
148 the Premises. This restriction does not apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision Tenant will be
149 charged the actual costs incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to
150 terminate Tenant's tenancy for violating this provision.

151 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises,
152 and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean,
153 failure to remove garbage and waste, and/or improper use of the Premises.

154 **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
155 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
156 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
157 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.

158 **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
159 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
160 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
161 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
162 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 breaches
163 the same or any other covenant or condition of Tenant's lease, this lease may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least
164 fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats.
165 §§ 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord
166 commits a breach, Tenant has all rights, and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

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

169 **RENT:** Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted. If any of
170 Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made via certified funds. All
171 late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

172 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion,
173 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
174 beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

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

177 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

178 1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known,
179 the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or
180 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
181 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
182 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.

183 2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided
184 in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

185 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 in all instances.

186 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty ("the casualty") to a degree which renders it untenable, and if, in Landlord's sole
187 discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate until the Premises is restored to a condition
188 comparable to its condition prior to the casualty. Tenant's liability for rent will not abate if the casualty was caused in any part by the negligence or intentional acts
189 of Tenant, members of Tenant's household, guests or invitees. Tenant may be required to vacate the Premises during repairs. If, in Landlord's sole discretion, the
190 Premises cannot be repaired in a reasonable period of time, this Agreement will terminate as of the date of the casualty. If, after the casualty, the Premises remain
191 tenable, Landlord will complete repairs as soon as reasonably possible.

192 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent,
193 which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other
194 arrangements have been made in writing.

195 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises, or any part of the Premises, without the prior written consent of
196 Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, Homeaway, or VRBO.

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

199 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental agreement is found
200 to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.