

RESIDENTIAL RENTAL AGREEMENT

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

3 **TENANT:** (_____ adults and _____ children) **LANDLORD:** _____

4 Tenant 1 _____ Tenant 2 _____

5 Tenant 3 _____ Tenant 4 _____

6 Additional occupants under the age of eighteen (18) residing in the Premises: _____

7 **PREMISES:** Building Address: _____

8 **TERM:** Choose either option (a) or (b)

9 (a) For a term of _____ months beginning on _____ at 12 noon and ending on _____ at 12 noon; or

10 (b) Month-to-month tenancy beginning on _____ at 12 noon and continuing until terminated (at 12 noon).

11 **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.
12 See section labeled "Notice to Vacate".

13 Tenant agrees to pay the following amounts: Rent \$ _____ Parking (1) \$ _____ Parking (2) \$ _____ Storage \$ _____

14 Pet Rent \$ _____ Other \$ _____ for _____ for the

15 **TOTAL SUM OF \$ _____ per month** to be received by the 1st day of each month. If rent is received after the _____ day, Tenant shall

16 pay a late fee of \$ _____

17 **RENT:** made payable to _____ at _____.

18 **AGENT** for collection of rents: _____ Phone: _____

19 Address: _____ Email: _____

20 **AGENT** for service of process: _____ Phone: _____

21 Address: _____ Email: _____

22 **AGENT** for management and maintenance: _____ Phone: _____

23 Address: _____ Email: _____

24 Rent may be paid by the following methods: Personal Check Money Order Certified or Cashier's Check Direct Withdrawal ACH Other

25 Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent.

26 **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of
27 a delinquent payment does not constitute a waiver of that default or any other default under this Agreement.

28 UTILITY CHARGES	Electric	Gas	Heat	Hot Water	Water & Sewer	Trash/Recycling
Landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tenant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

29 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ _____ to be held by
30 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one
31 (21) days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written
32 statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security
33 deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days,
34 Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,
35 normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1).
36 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
38 (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects; and (b) request a list of
39 physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will
40 supply Tenant with a list of all physical damages and/or defects charged against the previous tenant's security deposit regardless of whether
41 or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was
42 received or within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord
43 need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant
44 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
45 considered to have accepted the Premises without any exceptions.

46 **RULES:** Landlord may make reasonable Rules and Regulations governing the use and occupancy of the Premises or the building in which it
47 is located, common areas, and the surrounding grounds ("rental property"). Any failure by Tenant to substantially comply with the Rules and
48 Regulations will be a breach of this Agreement. Landlord may amend the Rules and Regulations to provide for newly added amenities or to meet
49 changed circumstances or conditions adversely affecting the Premises or rental property. No such amendments may unreasonably interfere with
50 Tenant's use and enjoyment of the Premises or the rental property of which it is a part. A copy of the Rules and Regulations, if applicable, have
51 been given to Tenant at the time of the signing of this Agreement.

52 **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
53 day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue
54 the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. Month-to-Month Tenancy – Written notice must be
55 received by the other party at least twenty-eight (28) days prior to the ending of a month-to-month tenancy. A month-to-month tenancy may only be
56 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 a calendar month.

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

60 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the Premises and has determined that it will fulfill Tenant's needs and
61 acknowledges that the Premises is in good and satisfactory condition, except as noted in the Check-In/Check-Out form provided to Tenant, prior
62 to taking occupancy. Tenant agrees to maintain the Premises during Tenant's tenancy and return it to Landlord in the same condition as it was
63 received less normal wear and tear. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages
64 based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in
65 Wis. Stat. § 950.02(4), of that crime.

66 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return
67 all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its
68 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
69 that, if Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord
70 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
71 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.
72 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
73 breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less actual costs of re-rental, toward
74 Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency as allowed by law.

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

82 **USE OF PREMISES:** Tenant shall use the Premises or rental property for residential purposes only. Operating a business, including but not limited to,
83 providing childcare for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises
84 or rental property for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the
85 Premises or rental property anything which would adversely affect coverage under a standard fire and extended insurance policy. Nothing in this section
86 authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or
87 someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

88 **GUESTS:** Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet use and enjoyment of other
89 tenants and if the number of guests is not excessive for the size of the facilities of the Premises. Unless prior written consent is given by Landlord, Tenant
90 may not have any person who is not listed on this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1)
91 year period or for more than three (3) consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect
92 of the Premises or rental property, that is caused by the negligence or improper use by Tenant, Tenant's household members, guests, and/or invitees.
93 Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission
94 of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4),
95 of that crime.

96 **NON-LIABILITY OF LANDLORD:** Landlord, except for its intentional or negligent acts or omissions, shall not be liable for injury, loss, or damage which
97 Tenant may sustain from any of the following: (a) theft, burglary, or other criminal acts committed by a third-party in or about the Premises or rental property;
98 (b) delay or interruption in any service from any cause whatsoever; (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;
99 (d) injury or damages caused by bursting or leaking pipes or the back up of sewer drains or pipes; (e) disrepair or malfunction of the Premises or rental
100 property, appliances, or other equipment unless Landlord was provided with prior written notice of the problem by Tenant. Tenant holds Landlord harmless
101 from any claims or damages resulting from any intentional or negligent acts or omissions of Tenant, Tenant's household members, guests, invitees, and/
102 or other third-parties, including other tenants. Nothing in this Agreement should be construed to relieve Landlord from any liability for property damage or
103 personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injury arising from causes
104 clearly beyond Tenant's control, or for property damage caused by natural disasters or by persons other than Tenant or Tenant's guests or invitees.

105 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in any
106 criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate
107 the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five
108 (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or a member of Tenant's household
109 engages in any of the following: (a) criminal activity that threatens the health and safety of, or right to peaceful enjoyment of the Premises by, other tenants;
110 (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity
111 of the Premises; (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord; (d) drug-related criminal activity,
112 which includes the manufacture or distribution of a controlled substance, on or near the Premises. Nothing in this section authorizes Landlord to terminate
113 the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is
114 a victim, as defined in Wis. Stat. § 950.02(4), of that crime. It is not necessary that there has been an arrest or conviction for the criminal activity or
115 drug-related criminal activity.

116 **CRIME VICTIM PROTECTIONS:** Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of
117 a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4),
118 of that crime.

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

Tenant 1 Initials

Tenant 2 Initials

Tenant 3 Initials

Tenant 4 Initials

123 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

124 **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
125 should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related
126 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
127 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
128 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
129 has not subsequently invited the person to be the tenant's guest.

130 **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
131 situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law
132 enforcement agency.

133 **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.

134 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised
135 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
136 repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

137 **COMPLIANCE WITH WIS. STAT. § 704.44:** Nothing in this Agreement authorizes Landlord to do anything that would be a violation of
138 Wis. Stat. § 704.44 or ATCP § 134.08.

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

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

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

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

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

154 **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
155 considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment
156 from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

157 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement
158 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
159 Agreement or by law.

160 *Time is of the essence* means that a deadline must be strictly followed.

161 **SPECIAL PROVISIONS:** _____
162 _____
163 _____
164 _____
165 _____
166 _____
167 _____
168 _____
169 _____
170 _____
171 _____
172 _____

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

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

176 **A Check-In/Check-Out sheet or similar must be provided by the Landlord and filled out by Tenant to be returned to Landlord within
177 seven (7) days. This verifies the condition of the Premises upon occupancy as required by Wis. Stat. § 704.08.**

178 **Emergency Contact:** Name _____ Phone _____ Relationship _____

179 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.**

OWNER / AGENT OF OWNER

Signature: _____
Print Name: _____ (date)

**See page 4 for
additional provisions.**



TENANT(S)

Signature _____
Print Name: _____ (date)

Signature _____
Print Name: _____ (date)

Signature _____
Print Name: _____ (date)

Signature _____
Print Name: _____ (date)

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

184 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions
185 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
186 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
187 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
188 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
189 it is located, unless otherwise allowed under the rules or unless Landlord has granted prior written approval. Landlord shall keep the heating equipment in
190 a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to
191 the Premises and the building in which it is located. Nothing in this Agreement should be construed to relieve Landlord from liability for property damage or
192 personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injuries arising from causes
193 clearly beyond Tenant's control, or for property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests or invitees. In
194 addition, nothing in this Agreement should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime
195 in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by § 950.02(4), of that crime. Nothing
196 in this Agreement should be construed to allow Landlord to evict or exclude Tenant from the Premises other than by the judicial eviction procedures as set
197 forth in Chapter 799 of the Wisconsin Statutes.

198 **PAYMENT FOR DAMAGE:** Tenant is responsible for any damage, waste, or neglect caused by Tenant, Tenant's household members, guests, or invitees
199 including, but not limited to, damage, waste, or neglect to the Premises or rental property. Tenant must pay Landlord for any costs to repair or replace
200 any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay estimated repair costs before work will begin. Payment
201 of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the damage, waste, or neglect. Nothing in this section
202 authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the
203 Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

204 **REIMBURSEMENT TO LANDLORD:** If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the option,
205 but is not required to, pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand.
206 Reimbursement after Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially. Nothing in
207 this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in
208 or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

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

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

218 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12)
219 hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or
220 regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is
221 necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper
222 denial of access to the Premises is a breach of this Agreement.

223 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant
224 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
225 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
226 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
227 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,
228 and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of this Agreement, this Agreement may
229 be terminated if, 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
230 Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.16(3), 704.17(2)(c), and 704.17(3m). The
231 language in this section shall apply to any lease for a specific term and does not apply to a month-to-month tenancy. If Landlord commits a breach,
232 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. Nothing
233 in this section should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the
234 Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

235 **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.
236 If any of Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made
237 via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and
238 defined as "rent."

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

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