

RESIDENTIAL RENTAL CONTRACT

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

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

3 ■ **TENANT:** Number of occupants _____ Names: _____
4 _____
5 _____

■ **LANDLORD:** _____

Agent for service of process: _____

Address for service of process: _____

6 ■ **PREMISES:** Building Address: _____
7 _____

Agent & address for maintenance, management: _____

8 Apartment/room/unit _____
9 Other _____

Agent & address for collection of rents: _____

10 Included furnishings: appliances: refrigerator, range, oven and: _____
11 _____

STRIKE & COMPLETE AS APPLICABLE

12 ■ **RENT:** Rent of \$ _____ for Premises and \$ _____
13 for other (specify _____) is due on the
14 _____ day of each month. If payment is received or postmarked
15 by the _____ day of the month when due, rent is \$ _____
16 _____ for the Premises and \$ _____ for other. Charges
17 incurred by Landlord for Tenant's returned checks are payable by Tenant.
18 Landlord shall provide a receipt for cash payments of rent. All Tenants, if more
19 than one, are jointly and severally liable for the full amount of any payments
20 due under this Contract and under Wisconsin law. Acceptance of a delinquent
21 payment does not constitute a waiver of the default or any other default under
22 this Contract.

■ **TERM:** **STRIKE EITHER (a) OR (b)**

(a) Month to month beginning on: _____, _____ OR

(b) For a term of _____ months, beginning on _____, _____

_____ and ending on _____, _____.

(Note: A lease for a fixed term expires without further notice. If tenancy is to be continued beyond the stated lease term, parties should make arrangements for this in advance of lease expiration.)

■ **UTILITIES:** Check if paid by:

| | | | | |
|------------------|--------------------------|--------------------------|---------------|--------------------------|
| | Landlord | Tenant | Landlord | Tenant |
| Electricity | <input type="checkbox"/> | <input type="checkbox"/> | Sewer / Water | <input type="checkbox"/> |
| Gas | <input type="checkbox"/> | <input type="checkbox"/> | Hot Water | <input type="checkbox"/> |
| Heat | <input type="checkbox"/> | <input type="checkbox"/> | Trash | <input type="checkbox"/> |
| Air Conditioning | <input type="checkbox"/> | <input type="checkbox"/> | Other _____ | <input type="checkbox"/> |

If any utilities payable by Tenant are not separately metered, Tenant's share is determined as follows: _____

23 ■ **SECURITY DEPOSIT:** Upon execution of this Contract, Tenant shall pay a
24 security deposit in the amount of \$ _____
25 to be held by _____

26 ■ **PETS:** Pets (are) (are not) permitted **STRIKE ONE** ("are not" if neither is stricken).
27 Insert any additional provisions relating to pets in Special Provisions or in the Rules
28 and Regulations or another Attachment to this Contract.

29 Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Contract.

30 ■ **TIME IS OF THE ESSENCE:** Time is of the essence as to all dates and deadlines set in this Contract or by law, unless otherwise provided in Special
31 Provisions. Parties failing to perform by a "time is of the essence" deadline will be in breach of this contract immediately upon the passage of the deadline.

32 ■ **INSPECTION; SECURITY DEPOSIT.** Landlord shall provide Tenant with a check-in-sheet when Tenant commences his or her occupancy of the Premises.
33 Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the check-in sheet and return it to Landlord. A check-in sheet
34 is not required for the rental of a plot of ground on which a manufactured home or a mobile home may be located [per Wis. Stat. § 704.08]. When Tenant
35 vacates the Premises or if evicted, Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address
36 within 21 days after the date established per Wis. Stat. § 704.28(4). After Tenant vacates the Premises, Tenant shall return, or account for, any of Landlord's
37 property held by Tenant such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide a written statement accounting
38 for all amounts legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear
39 excepted, may be deducted from the security deposit. No deduction may be made for any damage charged against the previous tenant's security deposit.
40 Tenant may not use the security deposit as payment of the last month's rent without the written permission of Landlord.

41 ■ **AGENCY NOTICE.** Tenant understands that any property manager, rental agent or employees thereof are representing Landlord.

42 **SPECIAL PROVISIONS:** _____
43 _____
44 _____

45 **ATTACHMENTS:** The documents checked below are attached to this Contract and incorporated herein by reference.

| ATTACHMENT | Check ✓ | ATTACHMENT | Check ✓ |
|---|--------------------------|-------------------------------|--------------------------|
| Guarantee/Renewal/Assignment/Sublease | <input type="checkbox"/> | Nonstandard Rental Provisions | <input type="checkbox"/> |
| Rules and Regulations | <input type="checkbox"/> | Promises to Repair | <input type="checkbox"/> |
| Smoke and Carbon Monoxide Detector Notice | <input type="checkbox"/> | Code Violations | <input type="checkbox"/> |
| Lead-Based Paint Disclosure & Pamphlet | <input type="checkbox"/> | Real Estate Agency Disclosure | <input type="checkbox"/> |
| Other: | <input type="checkbox"/> | Other: | <input type="checkbox"/> |

52 **Landlord shall provide Tenant with a copy of this Contract and any rules and regulations.**

53 **NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE RIGHTS AND OBLIGATIONS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL**
54 **REGARDING QUESTIONS AS TO THEIR LEGAL RIGHTS UNDER THIS CONTRACT. THIS CONTRACT INCLUDES THE PROVISIONS ON PAGE 2.**

55 **LANDLORD:** _____
56 _____ (Date)

TENANTS: _____
_____ (Date)

57 _____
58 _____ (Date)

59 **TENANT:** _____
60 _____ (Date)

_____ (Date)

_____ (Date)

NOTICE: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830

61 ■ **PROMISES TO REPAIR.** Any promise to repair, clean, or improve the Premises (including the promised date of completion) made by Landlord before
62 execution of this Contract, is listed under Special Provisions or in a separate addendum attached to this Contract. Time being of the essence as to completion of
63 repairs does not apply to any delay due to causes beyond the Landlord's control. Landlord shall give timely written notice of any delay to Tenant.

64 ■ **CODE VIOLATIONS; ADVERSE CONDITIONS.** Landlord has no actual knowledge of any building code or housing code violation that affects the Premises
65 or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in
66 Special Provisions or an Attachment to this Agreement [per Wis. Stat. § 704.07(2)(bm)]. Any conditions adversely affecting habitability of the Premises such as
67 no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining
68 at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions substantially
69 hazardous to health or safety, are listed in Special Provisions or an Attachment to this Contract and thus were disclosed before this Contract was signed or any
70 deposit accepted.

71 ■ **USE; GUESTS.** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any
72 unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located, or (3) do, use, or
73 keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests
74 residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not
75 excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks without written consent of Landlord, which will not be
76 unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the
77 building or development in which they are located, by Tenant or Tenant's guests and invitees.

78 ■ **MAINTENANCE.** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing and identify reasonable time periods during
79 which Landlord is authorized to enter to perform maintenance. Tenant shall maintain the Premises under Tenant's control in a clean and as good a general
80 condition as they were at the beginning of the term or as subsequently improved by Landlord, except for normal wear and tear. Tenant is responsible for minor
81 repairs including, but not limited to, replacement of batteries, light bulbs, fuses, and washers. Tenant shall not, unless permitted in the rules or with specific
82 written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or
83 the property of which it is a part, or attach or display anything which subsequently affects the exterior appearance of the Premises or the property of which it is a
84 part. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and
85 prevent damage to the Premises and the building in which they are located. Tenant shall maintain all smoke detectors located in the Premises or give Landlord
86 written notice if a smoke detector is not functional.

87 ■ **ENTRY BY LANDLORD.** Landlord may enter the Premises at reasonable times upon advance notice to Tenant to inspect the Premises, make repairs, show
88 the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon the consent
89 of Tenant, or 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 in
90 which they are located from damage. Tenant shall not add or change locks without obtaining Landlord's written permission AND immediately providing Landlord
91 keys to permit access to the Premises. Landlord shall not add or change locks without obtaining Tenant's written permission unless the addition or change of
92 locks is made pursuant to court order or per Wis. Stat. § 704.16 (imminent threat of serious physical harm). Improper denial of access to the Premises is a
93 breach of the Contract.

94 ■ **RULES.** Landlord may make reasonable rules governing the use and occupancy of the Premises and common areas. Tenant acknowledges receipt of the
95 rules prior to signing this Contract. Any failure by Tenant to comply with the rules is a breach of the Contract. Landlord may make reasonable amendments to
96 the rules and any amendment shall become effective no sooner than 14 days after the amendment is delivered to Tenant. If an amendment materially and
97 adversely affects Tenant's use of the Premises, Tenant may at any time before it becomes effective give Landlord not less than 28 days' written notice, to
98 terminate this Contract effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

99 ■ **MITIGATION; ABANDONMENT; PERSONAL PROPERTY.** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated
100 for Tenant's breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to
101 Tenant's obligations under this Contract. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for three successive weeks without
102 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. Unless
103 otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may
104 presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner
105 deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7
106 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is
107 appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If
108 the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or
109 certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis.
110 Stat. § 704.05(5)(b)].

111 ■ **ASSIGNMENT.** Tenant shall not assign this Contract or sublet the Premises or any part thereof without prior written consent of Landlord, which will not be
112 unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant.

113 ■ **CONTROLLING LAW.** Landlord and Tenant understand that their rights and obligations under the Contract are subject to the federal and state lead-based
114 paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances, and any other applicable law. Both parties shall obey all
115 governmental orders, laws, rules, and regulations related to the Premises.

116 ■ **SALE OF PROPERTY** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly released by
117 Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

118 ■ **LEAD-BASED PAINT PROVISIONS (if Premises are "target property" constructed before 1978.)** Tenant has received, read and understands Landlord's
119 lead-based paint (LBP) disclosures and the *Protect Your Family from Lead in Your Home* Pamphlet (Pamphlet). Tenant agrees to follow the practices
120 recommended in the Pamphlet and shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any conditions
121 indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupants are prohibited from disturbing paint
122 and performing LBP activities on the Premises without proper State certification.

123 ■ **CARBON MONOXIDE DETECTOR NOTICE.** Landlord shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as
124 required by law. If the Premises is within a building with three or more dwelling units, Landlord shall maintain the CO detectors. If Tenant or any government
125 inspector gives written notice to Landlord that a CO detector is not functional or has been removed, Landlord shall repair or replace the detector within 5 days
126 after receipt of the notice. If the Premises is within a building with three or more dwelling units, Tenant agrees to immediately give Landlord written notice upon
127 discovery that a CO detector in the Premises is not functional or has been removed. If the Premises is a one or two-family dwelling, Tenant shall maintain the
128 CO detectors in the Premises and upon discovery that a CO detector requires maintenance, agrees to immediately either perform any maintenance necessary
129 to make that detector functional or provide Landlord written notice regarding the required maintenance.

130 ■ **NOTICE OF DOMESTIC ABUSE PROTECTIONS.** (1) As provided in section 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to an
131 eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and
132 that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

133 (a) A person who was not the tenant's invited guest.

134 (b) A person who was the tenant's invited guest, but the tenant has done either of the following:

135 1. Sought an injunction barring the person from the premises.

136 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
137 subsequently invited the person to be the tenant's guest.

138 (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
139 situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service
140 provider or law enforcement agency.

141 (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.