

RESIDENTIAL LEASE

1 This lease was drafted by \_\_\_\_\_ who represents (Landlord) (Tenant)  
2 \_\_\_\_\_ (individual) (firm) (strike one)  
3 This Lease of the Premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one  
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

5 TENANT: (\_\_\_\_\_ adults and \_\_\_\_\_ children)  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

LANDLORD: \_\_\_\_\_  
Agent for service of process \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)

10 PREMISES: Building Address  
11 \_\_\_\_\_  
12 \_\_\_\_\_ (street)  
13 \_\_\_\_\_ (city, village, town) \_\_\_\_\_ (state) (zip)  
14 \_\_\_\_\_  
15 \_\_\_\_\_ (city, village, town) \_\_\_\_\_ (state) (zip)  
16 :Apartment/room/unit \_\_\_\_\_  
17 \_\_\_\_\_

Agent for maintenance, management \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, village, town) \_\_\_\_\_ (state) (zip)

18 :Other  
19 :included furnishings/appliances: refrigerator, range, oven  
20 other (list or attach addendum) \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_

Agent for collection of rents \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, village, town) \_\_\_\_\_ (state) (zip)

24 RENT: Rent of \$ \_\_\_\_\_ for Premises and  
25 \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
26 is due on the \_\_\_\_\_ day of each month and is payable at  
27 \_\_\_\_\_

TERM: (Strike either (a) or (b))  
(a) Month to month beginning on \_\_\_\_\_; or  
(b) For a term of \_\_\_\_\_ months/beginning on \_\_\_\_\_

28 if rent is received or postmarked after \_\_\_\_\_  
29 the Tenant shall pay a late fee of \$ \_\_\_\_\_  
30 Charges incurred by Landlord for Tenant's returned checks  
31 are payable by Tenant. Landlord shall provide a receipt for  
32 cash payments of rent. All tenants, if more than one, are  
33 jointly and severally liable for the full amount of any  
34 payments due under this Lease unless this sentence is  
35 stricken. Acceptance of a delinquent payment does not  
36 constitute a waiver of that default or any other default under  
37 this Lease.

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

38 Other Landlord or Tenant obligations: This Lease incorporates  
39 by reference the Declaration and By-Laws of Landmark  
40 Square Condominium. Any security deposit required by the  
41 terms of this Lease shall be for the benefit of the  
42 Owner of the Condominium and/or the Association of Unit  
43 Owners as their interest may appear.

UTILITIES: Check if paid by:

	Landlord	Tenant
Electricity	_____	_____
Gas	_____	_____
Heat	_____	_____
Air conditioning	_____	_____
Sewer/water	_____	_____
Hot Water	_____	_____
Trash	_____	_____
Other	_____	_____

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

44 SECURITY DEPOSIT: Upon execution of this lease, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held  
45 by \_\_\_\_\_. The deposit, less any amounts legally withheld, will be returned in person or mailed  
46 to Tenant's last known address within 21 days as required by law after Tenant surrenders the Premises. If any portion of the deposit is  
47 withheld, Landlord will provide an accompanying itemized statement describing any damage with the cost or estimated cost of repair  
48 or replacement and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for  
49 which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven days from  
50 the beginning of the term of the Lease to notify Landlord of any additional damage or defect existing prior to the Tenant's occupancy  
51 or request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit and no deduction  
52 from the security deposit shall be made for any such damage or defect of which written notification is given within the time stated.  
53 Tenant may not use the security deposit as payment of the last month's rent without the written permission of Landlord.

54 TIME IS OF THE ESSENCE: as to: delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease  
55 or before vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this  
56 Lease or by law; and \_\_\_\_\_ (strike any parts not applicable).  
57 Time is of the essence means that a deadline must be strictly followed.

58 Special Provisions: The Tenant, by execution of this Agreement, acknowledges receipt of a copy of the Declaration,  
59 By-Laws and any rules or regulations adopted pursuant to said condominium documents.

62 Pets (are) (are not) permitted. Water beds (are) (are not) permitted (strike as applicable).  
63 Special Provisions relating to pets: \_\_\_\_\_  
64 \_\_\_\_\_  
65 \_\_\_\_\_

THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF

66 COPY OF LEASE AND RULES: Landlord has previously provided Tenant a copy of the lease and any rules relating to premises at time  
67 of application. Landlord shall give Tenant a copy of this lease and any rules relating to the Premises when this Lease is signed by Tenant.  
68 Landlord shall give Tenant the check-in sheet, keys, and \_\_\_\_\_ on or before commencement of this Lease.

NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

70 **GUARANTEE**  
71 In consideration of Landlord's agreement to lease the Premises,  
72 undersigned guarantee(s) payment of all amounts due under this  
73 Lease and performance of all covenants of Tenant. This Guarantee  
74 is irrevocable and is not affected by modification or extension of this  
75 Lease.  
76 \_\_\_\_\_ (name) \_\_\_\_\_ (date)  
77 \_\_\_\_\_ (address)  
78 \_\_\_\_\_  
79 \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Lease.  
LANDLORD/AGENT  
\_\_\_\_\_  
(name) (date)  
TENANT  
\_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(name) (date)

84 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and  
85 ordinances, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter Ag. 134, and applicable local  
86 ordinances.

87 Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

88 **POSSESSION; ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided herein.

89 Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension  
90 or renewal, or its termination in accordance with its terms or the law. A tenant surrenders the premises on the last day of tenancy provided  
91 under this lease, except that: (1) if the tenant vacates before the last day of tenancy provided under this lease, and gives the landlord  
92 written notice that the tenant has vacated, surrender occurs when the landlord receives the written notice that the tenant has vacated. If  
93 the tenant mails the notice to the landlord, the landlord is deemed to receive the notice on the second day after mailing. (2) If the tenant  
94 vacates the premises after the last day of tenancy provided under this lease, surrender occurs when the landlord learns that the tenant  
95 has vacated.

96 If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for  
97 Tenant's breach of this Lease, landlord shall make reasonable efforts to rent the Premises and apply any rent received, less costs of  
98 re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency.

99 If Tenant is absent from the Premises for two successive weeks without notifying Landlord in writing of this absence, Landlord may deem  
100 the Premises abandoned unless rent has been paid for the full period of the absence.

101 If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have  
102 abandoned the property and Landlord shall deal with it as provided by the law, section 704.05(5), Wis. Stats.

103 **GUESTS:** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the  
104 Premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors of or tenants in the building in which the  
105 Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard  
106 fire and extended insurance policy.

107 Tenant may have guests residing temporarily in the premises if their presence does not interfere with the quiet enjoyment of other  
108 occupants, and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than  
109 two weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property  
110 damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are  
111 located by Tenant or Tenant's guests and invitees.

112 **MAINTENANCE:** Landlord, under sec. 704.07, shall keep the structure of the building in which the Premises are located and those  
113 portions of the building and equipment under Landlord's control in a reasonable state of repair.

114 Tenant shall maintain the Premises under Tenant's control clean and in as good general condition as they were at the beginning of the  
115 term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant shall not, without permission in the building  
116 rules or specific written approval of Landlord, physically alter or redecorate the premises, cause any contractor's lien to attach to the  
117 Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects  
118 the exterior appearance of the Premises or the property of which it is a part.

119 Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises  
120 shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which they are located.

121 Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors as required  
122 under the rules of the Department of Industry, Labor, and Human Relations and each party shall fulfill its responsibilities under those rules.

123 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are  
124 located. Any failure by the Tenant to comply substantially with the rules is a breach of the Lease and may result in eviction of the Tenant.

125 Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting  
126 the property. No such amendment may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which  
127 it is part. A copy of the rules will have been given to the Tenant at the time of application and at the time of signing of the Lease.

128 **BREACH; TERMINATION:** Failure of either party to comply substantially with any material provision hereof is a breach of the Lease.  
129 Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Landlord shall give Tenant written notice of such  
130 breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice,  
131 and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the  
132 leased Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such  
133 notice and remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach,  
134 Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to  
135 Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision  
136 shall apply to any lease term. If Landlord commits a breach, Tenant has the rights, under chap. 704, Wis. Stats., including secs. 704.07(4)  
137 and 704.45, and under Wisconsin Administrative Code chap. Ag. 134.

138 **CODE VIOLATIONS; ADVERSE CONDITIONS:** If the Premises or the building in which they are located are currently cited for  
139 uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold  
140 running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe  
141 electrical system, or hazardous conditions or structure) these are listed under Special Provisions, or a separate addendum to this  
142 Lease, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Lease is signed or any deposit accepted.

143 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant  
144 may terminate the Lease or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to their prior condition.  
145 Landlord shall have the option to repair the Premises, and if repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree  
146 which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

147 **REPAIRS:** Any promise of Landlord made before execution of this Lease to repair, clean or improve the Premises, including the  
148 promised date of completion, is listed under Special Provisions or a separate addendum to this Lease. Time being of the essence as to completion of  
149 repairs does not apply to any delay beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

150 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant at reasonable times with 12 hours' advance notice to  
151 inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or  
152 regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if  
153 Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from  
154 damage.

155 Neither party shall add or change locks without providing the other party keys to permit access to the Premises. Improper denial of  
156 access to the Premises is a breach of the Lease.

157 **CONTINUATION OF LEASE:** If the Tenant continues to occupy the Premises after the expiration of this Lease and makes a timely  
158 payment of rent, the Tenant shall be a month-to-month Tenant unless another agreement is signed.

159 **ASSIGNMENT, SUBLEASE; CHANGES:** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the  
160 written consent of Landlord, which will not be unreasonably withheld.

161 This Lease may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Lease and  
162 enter a new lease instead of renewing it, assigning it or subleasing the Premises.

**ASSIGNMENT, SUBLEASE: CONSENT**

163 \_\_\_\_\_, in consideration  
164 Tenant hereby assigns/subleases Tenant's rights under this Lease to \_\_\_\_\_  
165 of Landlord's consent to this assignment/sublease, Tenant guarantees the performance by the assignee/sublessee of the obligations  
166 of the Lease. Landlord consents to this assignment/sublease. In consideration of the assignment/sublease and Landlord's consent,  
167 \_\_\_\_\_ hereby assumes all obligations of Tenant under this Lease.

168 **IN WITNESS WHEREOF,** the parties have executed this assignment/sublease, acceptance and consent.

169 **TENANT:** \_\_\_\_\_ **LANDLORD:** \_\_\_\_\_  
170 (name) (date) (name) (date)

171 \_\_\_\_\_ **ASSIGNEE/SUBLESSEE:** \_\_\_\_\_