

RESIDENTIAL RENTAL AGREEMENT

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 more) on the following terms and conditions:

TENANT: (___ adults and ___ children)

LANDLORD: _____

Agent for Service of process; and Agent for maintenance and management; and Agent for collection of rents:

BODNER PROPERTY MANAGEMENT, LLC
11514 N. PORT WASHINGTON ROAD, SUITE 1
MEQUON, WI 53092

PREMISES:

Apartment/room/unit: **UNIT** _____

Other:

Included furnishings/appliances: refrigerator, range, oven, light fixtures, window blinds, _____

RENT: Rent of \$ _____ for Premises and **\$0.00** for other (specify _____).

Is due on the **1st day** of each month and is payable to Landlord at Address for Agent.

If rent is received after 5th of the month, the Tenant shall pay a late fee of (**see Non Standard Rental Provision**).

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

TERM:

For a term of **12** months beginning at Noon on _____, and ending at Noon on _____.

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:

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ **TBD** to be held by Landlord or 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 forth in §704.28(4), Wis. Stats. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for 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 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 set forth in §704.28(1), Wis. Stats. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for last month's rent without the written permission of Landlord.

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 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 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 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 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, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will 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 considered to have accepted the Premises without any exceptions.

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 the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's 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 the time of signing of this Agreement.

NOTICE TO RENEW/VACATE: If Landlord intends to renew this Agreement, then, at least 75 days but not more than 90 days before the expiration date of this Agreement, Landlord shall notify Tenant in writing of the terms and conditions of said renewal. Tenant shall notify Landlord in writing not less than **sixty (60) days** prior to the expiration of this Agreement, that Tenant intends to surrender the subject Premises, without being bound by the renewal terms. If, however, Tenant does not notify Landlord in writing within said renewal notification time period, then Tenant agrees to be automatically bound by the terms set forth in Landlord's renewal notification.

MONTH TO MONTH TENANCY – Written notice must be 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 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.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

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 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 the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of 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 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 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 vacated. If 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 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 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 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 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 unless rent has been paid for the full period of the absence.

ABANDONED PROPERTY: If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume in the absence of a written 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 the Landlord, in his sole discretion, determines appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is 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 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 dispose of property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

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 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 unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under standard fire and extended insurance policy. Tenant may have guest residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

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, including drug-related criminal activity, in the Premises or on the property.

MAINTENANCE: Pursuant to §704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions 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 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 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 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 it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party 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.

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 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 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 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 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 the same or any other covenant or condition of Tenant's lease, this lease may be terminated if, before the breach has been remedied, 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 §704.17, Wis. Stats. These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including §704.07(4) and §704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

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

RENT: All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

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

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

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 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 that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

- (a) A person who was not the tenant's invited guest.
- (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
 - (1) Sought an injunction barring the person from the premises.
 - (2) Provided a written statement to the landlord stating that the person will no longer be invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

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 in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

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.

DAMAGE BY CASUALTY: If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the premises are damaged to a degree which does not render them untenable, Landlord shall repair the damages as soon as reasonably possible.

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 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 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 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.

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, 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, failure to remove garbage and waste, and/or improper use of the Premises.

RENTER'S INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect 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 coverage should Tenant's belongs be damaged or should Tenant be held liable to a third party and/or the Landlord.

CONTINUATION OF AGREEMENT: If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, 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 arrangements have been made in writing.

ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

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

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

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 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 owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

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

SPECIAL PROVISIONS: _____

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 to entering into this Agreement and prior to accepting any earnest money or security deposit.

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

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

CO-SIGNER / GUARANTOR

In consideration of Landlord renting the Premises, to Tenant, the Undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is Irrevocable and is not affected by modification or extension of this Agreement.

Signature: _____
Print Name: _____ (date)

Signature: _____
Print Name: _____ (date)

LANDLORD/AGENT: BODNER PROPERTY MANAGEMENT, LLC

Signature: _____
OWNER (date)

TENANT

Signature: _____
Print Name: _____ (date)

SAMPLE