



LEASE AGREEMENT

WE SUBSCRIBE TO ALL FEDERAL, STATE & LOCAL FAIR HOUSING LAWS



This lease shall be governed by, and construed in accordance with, the laws of the state of Wisconsin. Any lawsuit, and venue for any cause of action arising from or relating to this lease or this tenancy, shall be brought only in Dane County, Wisconsin.

TENANTS: _____ and no others.

LANDLORD: _____
Address: _____
Phone #: _____
AGENT (Maintenance): _____
Address: _____
Phone #: _____

AGENT (Collection of Rent): _____
Address: _____
Phone #: _____
AGENT (Service of Process): _____
Address: _____
Phone #: _____

PREMISES

The undersigned hereby agrees to rent apartment _____ (unit number) located at (street address, city, state, zip) _____
Lease Term: _____ First Day of Term: _____
Last Day of Term: _____. This agreement is only for the stated term and is not automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

RENT

Rent Amount \$ _____
Pet Fee \$ _____
Parking Fee \$ _____
Other Fee \$ _____ (explanation) Late fee

TOTAL DUE \$ _____ per Month due on or before the _____ day of each Month. Rent checks shall be made payable to (Landlord) (Landlord's Agent) [~~STRIKE ONE~~] and mailed or delivered to the (Landlord) (Landlord's Agent) [~~STRIKE ONE~~]. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

UTILITIES

Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Trash
Included In Rent					
Separately Metered					
Cost Allocation*					

*See Special Conditions

SECURITY DEPOSIT

Upon execution of this Agreement, Tenant(s) agree(s) to pay a security deposit in the amount of \$ _____. The deposit, less any amounts legally withheld, shall be mailed or delivered to the tenant as provided in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address.

DOMESTIC VIOLENCE SPECIAL CONDITIONS

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 an 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.

SPECIAL CONDITIONS

Special Conditions: _____

LANDLORD'S RIGHT TO ENTER

Landlord may enter the Premises occupied by the Tenant, at reasonable times with 12 hours advance notice to show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter the premises occupied by the Tenant, at reasonable times with 24 hours advance notice to inspect the Premises or make repairs, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

DISPOSAL OF PERSONAL PROPERTY AND ABANDONMENT

Unless otherwise agreed to in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the tenant removes or is evicted from the premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for 7 days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by the Landlord, and less any net rent received by Landlord in renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that the Tenant has removed from the Premises and proceed to rerent the Premises.

TENANT RULES & OBLIGATIONS

During the lease term, as a condition of Tenant's continuing right to use and occupy Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

1. To use the Premises for residential purposes only by Tenant(s) named in this lease.
2. To not make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part.
3. To not use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under an insurance policy.
4. To not make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To not permit in or about the Premises any pets unless specifically authorized by the Landlord in writing.
6. To obey all lawful orders, rules, and regulations of all governmental authorities and if a condominium, any association with authority over the Premises.
7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
9. Unless a Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
 - a. Paint upon, attach, exhibit, or display on or about the Premises, any sign or placard.
 - b. Alter or redecorate the Premises.
 - c. Drive nails, tacks, and screws or apply fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
 - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
10. To not permit any guests or invitees to reside in the Premises without prior written consent of the Landlord.
11. To be responsible for all breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.
12. To not assign this Agreement nor sublet the Premises or any part thereof without prior written consent from the Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant or Tenant's liability under this Agreement.
13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.
14. Pursuant to MGO 23.05, smoking is prohibited in the common areas of the building including, but not limited to, lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this agreement.

CODE VIOLATIONS

The Premises and the building of which they are a part are not currently cited for uncorrected building or housing code violations unless a copy of such notices of uncorrected code violations are attached to this Agreement. The Premises do not contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67° in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

SEVERABILITY

The provisions of this Lease Agreement are severable. If any provision is rendered void or unenforceable, the invalidity or unenforceability of that provision does not affect other provisions of this Lease Agreement that can be given effect without the invalid or void provision, except as provided in Wis. Stat. § 704.44.

If checked, the following documents are incorporated in the lease:

ATTACHMENT	Check	ATTACHMENT	Check
Nonstandard Rental Provisions		Code Violations	
Rules and Regulations		Satellite Dish Addendum	
Guarantee/Renewal/Sublease		Smoke Alarm Addendum & Requirements	
Anti-Drug Rules		Pet Addendum	
Lead-Based Paint Disclosure & Pamphlet		Information Check-In Sheet/Check-Out Sheet	
Carbon Monoxide Detector Addendum		Other:	

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on _____

Landlord: _____

Tenants: _____

NOTICE: You may obtain information about the sex offender registry and persons registered with the registry by contacting the WISCONSIN'S DEPARTMENT OF CORRECTIONS at <http://offender.doc.state.wi.us/public/> or at 1-877-234-0085.