

# RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for 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:** ( \_\_\_\_\_ adults and \_\_\_\_\_ children)  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

7 **PREMISES:** Building Address  
8 \_\_\_\_\_  
9 \_\_\_\_\_ (street)  
10 \_\_\_\_\_ (city, village, town) \_\_\_\_\_ (state) \_\_\_\_\_ (zip)

11 Apartment/room/unit: \_\_\_\_\_  
12 Other: \_\_\_\_\_  
13 Included furnishings/appliances: refrigerator, range, oven  
14 other (list or attach addendum): \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18 **RENT:** Rent of \$ \_\_\_\_\_ for Premises and  
19 \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
20 is to be received no later than the \_\_\_\_\_ day of each month  
21 and is payable at \_\_\_\_\_.  
22 If rent is received after \_\_\_\_\_  
23 the Tenant shall pay a late fee of \$ \_\_\_\_\_.  
24 Charges incurred by Landlord for Tenant's returned checks are  
25 payable by Tenant. Landlord shall provide a receipt for cash  
26 payments of rent. **All tenants, if more than one, are jointly and**  
27 **severally liable for the full amount of any payments due**  
28 **under this Agreement.** Acceptance of a delinquent payment  
29 does not constitute a waiver of that default or any other default  
30 under this Agreement. Other Landlord or Tenant obligations:  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

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

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

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

**TERM:** (Strike either (a) or (b) enter complete date.)  
(a) Month to month beginning on \_\_\_\_\_; or  
(b) For a term of \_\_\_\_\_ months beginning on \_\_\_\_\_,  
and ending on \_\_\_\_\_.

**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.

<b>UTILITIES:</b> Check if paid by:	<b>Landlord</b>	<b>Tenant</b>
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:  
\_\_\_\_\_

37 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by  
38 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one  
39 (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  
40 statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security  
41 deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days  
42 Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,  
43 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).  
44 Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

45 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven  
46 (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  
47 physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will  
48 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  
49 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  
50 seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose  
51 previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In /  
52 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  
53 accepted the Premises without any exceptions.

54 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure  
55 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  
56 amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such  
57 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  
58 applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

59 **NOTICE TO VACATE: Lease for Term** – No written notice is required to terminate a lease for term because the lease automatically ends on the  
60 last 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  
61 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy** – Written  
62 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  
63 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  
64 calendar month.

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

68 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and  
69 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  
70 taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received  
71 less normal wear and tear.

72 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises  
73 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in  
74 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  
75 this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated,  
76 surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed  
77 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  
78 Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or  
79 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  
80 apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency.  
81 If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the  
82 Premises abandoned unless rent has been paid for the full period of the absence.

83 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence  
84 of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may  
85 dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property  
86 that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment,  
87 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  
88 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,  
89 or certified mail to Tenant's last known address, prior to disposal.

90 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care  
91 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  
92 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  
93 which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in  
94 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  
95 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  
96 unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is  
97 located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

98 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which  
99 Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or  
100 interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or  
101 damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/  
102 or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or  
103 damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

104 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage  
105 in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord  
106 may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or  
107 before a date at least five (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  
108 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful  
109 enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their  
110 residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an  
111 agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or  
112 near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not  
113 necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

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

118 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those  
119 portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's  
120 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,  
121 normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises,  
122 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  
123 of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written  
124 approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises  
125 they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

126 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord.  
127 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling  
128 of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not  
129 apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs  
130 incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate  
131 Tenant's tenancy for violating this provision.

132 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found  
133 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,  
134 failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

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

140 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should  
141 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  
142 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  
143 such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the  
144 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  
145 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  
146 may 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  
147 in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3).  
148 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  
149 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.

150 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant  
151 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  
152 responsible for rent.

153 **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."

154 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised  
155 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  
156 repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

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

159 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property  
160 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  
161 may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

162 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

163 **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  
164 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  
165 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  
166 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,  
167 (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  
168 subsequently invited the person to be the tenant's guest.

169 **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  
170 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  
171 enforcement agency.

172 **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.

173 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may  
174 terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior  
175 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  
176 are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

177 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely  
178 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  
179 rental agreement unless other arrangements have been made in writing.

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

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

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

186 **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  
187 considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from  
188 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.

189 **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;  
190 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.  
191 *Time is of the essence* means that a deadline must be strictly followed.

192 **SPECIAL PROVISIONS:** \_\_\_\_\_  
193 \_\_\_\_\_  
194 \_\_\_\_\_

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

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

198 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

199 **OWNER / AGENT OF OWNER** Signature: \_\_\_\_\_  
200 Print Name: \_\_\_\_\_ (date)

**TENANT(S)**  
201 Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
202 Print Name: \_\_\_\_\_ (date) Print Name: \_\_\_\_\_ (date)

203 Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
204 Print Name: \_\_\_\_\_ (date) Print Name: \_\_\_\_\_ (date)