

## RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is made and entered into on \_\_\_\_\_, 20\_\_ by and between Landlord (defined below) and Tenant (defined below). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (defined below), for and subject to the terms and provisions set forth in this Lease.

1. Parties and Premises.

(A) As used in this Lease, "Landlord" means \_\_\_\_\_.

(B) As used in this Lease, "Tenant" means \_\_\_\_\_.  
The individuals comprising Tenant and the children of such individuals, as set forth below, shall be the only occupants of the Premises. As of the date of this Lease, the children of the individuals comprising Tenant are \_\_\_\_\_.

(C) As used in this Lease, "Premises" means that certain residence situated in \_\_\_\_\_ County, WI and having an address of \_\_\_\_\_.

2. Term. Subject to the terms and provisions of this Lease, Landlord leases the Premises to Tenant from twelve o'clock noon on \_\_\_\_\_, 20\_\_\_\_ until 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_ (the "Term"). You are expected to be out and to have returned your keys to Management by 11:59 p.m. on the end date, unless a new written Lease or Lease Extension Agreement has been signed by you and Landlord BEFORE that date. If no new written Lease or Lease Extension Agreement has been signed, you DO NOT have the permission of Landlord to stay past the End Date and doing so will be considered a non-permissive taking of Landlord's property. You will be considered a hold over and eviction litigation will be commenced. This Term is subject to Tenant's performance of all obligations under the Lease, including without limitation, payment of Rent (defined below) and other amounts due to Landlord, Tenant shall enjoy quiet possession of the Premises, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease. If for any reason Landlord is unable to deliver possession of the Premises to Tenant on the date specified above, then Landlord shall not be liable to Tenant for any resultant loss or damage and this Lease shall not be affected, except that the commencement of this Lease shall be extended by one (1) day for each day of such delay, or should the delay cause Tenant undue hardship Tenant may elect, within twenty-four (24) hours of receiving notice of the delay, to terminate this Lease.

3. Rent.

(A) Rent for the Premises shall be paid in monthly installments of \$\_\_\_\_\_ per month payable in advance, on or before the first day of each calendar month during the Term of the Lease at the location set forth below, without notice or demand ("Rent").

(B) Tenant shall also pay additional rent of \$\_\_\_\_\_ per month to Landlord for \_\_\_\_\_ ("Additional Rent"). Additional Rent shall also include any other amounts payable by Tenant to Landlord under this Lease.

(C) Unless Landlord notifies Tenant of a change in address, all payments must be mailed or delivered to Landlord at the following address: \_\_\_\_\_.

(D) Rent for any partial month during the Term will be prorated accordingly, on a per diem basis. The first (1st) monthly installment of Rent shall be paid to Landlord contemporaneously with the execution of this Lease.

(E) Rent (including any Additional Rent) is due on the first (1st) day of each calendar month. Any payments paid after the \_\_\_\_ day of any calendar month shall be deemed late. Any late payments shall be charged a \$\_\_\_\_\_ late fee. All late fees and interest shall be deemed Additional Rent payable by Tenant.

(F) Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. A fee of \$\_\_\_\_\_ shall be applied by Landlord to any dishonored check, which fee shall be deemed Additional Rent. Any additional bank and handling charges that are assessed in the event of a dishonored check shall also be deemed Additional Rent. Landlord may require Tenant to replace any dishonored check with a money order, cashier's check, or bank check. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or bank check.

(G) Acceptable forms of payment of Rent (including Additional Rent) are \_\_\_ personal check, \_\_\_ cashier's check, \_\_\_ bank check, \_\_\_ money order, and \_\_\_ the following online/ACH payment methods \_\_\_\_\_. No other forms of payment will be accepted by Landlord.

4. Security Deposit. Contemporaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$\_\_\_\_\_ as security for the return of the Premises at the expiration of the term of this Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease, as may be further limited by Wisconsin law. Landlord may retain the Security Deposit in accordance with Wisconsin Law, Wis. Stat. § 704.28. Tenant may not elect to use the Security Deposit as payment for any rent Tenant owes under this Lease. Any amount remaining from the Security Deposit, together with a written accounting for any portion retained, will be returned by mail to Tenant in accordance with Wisconsin Law, Wis. Stat. § 704.28(4). Landlord shall mail the return or accounting to the forwarding address provided by Tenant or, if no forwarding address has been provided, to Tenant's last known address. If Tenant consists of more than one person, Tenant agrees that Landlord may provide, at Landlord's discretion, the return or accounting to one representative of Tenant or pro-rata refunds to each person.

\_\_\_\_\_ Tenants' Initials

5. Utility Bills/Service Contracts: Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Services	Landlord	Tenant	None
Lawn Care/Maintenance			
Electric			
Water			
Gas			
Telephone			
Internet			
Security System			
Trash Disposal			
Landscaping			
Air Conditioning			

6. Furnishings and Appliances.

(A) The following appliances are supplied with the Premises: \_\_\_ Refrigerator, \_\_\_ Stove/Oven, \_\_\_ Dishwasher, \_\_\_ Microwave, \_\_\_ Washer, \_\_\_ Dryer, and \_\_\_ Other: \_\_\_\_\_. Tenant agrees to keep all such appliances clean and in good repair, ordinary wear and tear accepted. Supplied appliances may not be removed from the Premises.

(B) The following furnishings are supplied with the Premises \_\_\_\_\_. If any furnishings break or are damaged, they are Tenant's responsibility. Landlord shall not have any obligation to repair or replace the furnishings. Maintenance of the furnishings is Tenant's sole responsibility, and Tenant will keep all such furnishings in good repair, ordinary wear and tear accepted. Tenant's use of such furnishings shall be "AS-IS", and Landlord has not made, does not make and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the physical condition of the furnishings or the suitability or usefulness of the furnishings for Tenant's intended use. The furnishings may not be removed from the Premises.

7. Use of Premises. The individuals named as "Tenant" in Section 1 of this Lease and any of their children named in such Section 1 are the only individuals who may occupy the Premises, and the Premises may be used only as a private residence for those individuals. Tenant may permit guests to stay with Tenant in the Premises for up to ten (10) days. Any guest staying with Tenant for longer than ten (10) days shall be considered an occupant of the Premises. Any guests of Tenant must abide by the applicable terms and provisions of this Lease, and Tenant shall be liable for any acts or omissions of Tenant's guests. Landlord must approve any change to those listed as Tenants in the Lease. If Tenant desires any change or increase to those shown as Tenants in the Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals desiring tenancy must complete any application and approval process required by Landlord, in advance of any change, and after Landlord's approval must execute a new Lease.

If Tenant fails to obtain Landlord's approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in the Lease. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with the occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. Tenant shall not use the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant agrees to limit use of the Premises to those uses consistent with the Premises' clean, safe, sanitary, and habitable condition. Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

8. Pets. Pets are not allowed to reside in the Premises, unless written permission is granted by Landlord before the pet is moved in, which permission may be granted or withheld in Landlord's sole and absolute discretion. If allowed, pets will be subject to additional upfront and/or monthly fees, which will be non-refundable. The granting of consent for pets to others in properties owned by or under management of Landlord shall in no way be considered the granting of consent to Tenant.

9. Parking. If a garage for parking is present on the Premises, Tenant is permitted to use \_\_\_ parking spaces in the garage at a rental rate of \$ \_\_\_\_\_ per space, per month. Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises or the surrounding property if such repairs take longer than one (1) day, unless in an enclosed parking garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one (1) vehicle at the Premises, per adult occupant of the Premises. Tenant has no rights in or to any particular parking space, and Landlord does not guaranty Tenant a parking space at the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

10. Surrender of Premises. Tenant will return the Premises to Landlord at the expiration of the Term in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to re-deliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement and cleaning. Tenant will surrender any keys and garage door openers for the Premises prior to the expiration of the Term. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance.

11. Check-In Inspection; Check-Out Procedure.

(A) Landlord (or a representative of Landlord) and Tenant may conduct an inspection of the Premises at the time of possession, or within seven (7) days of receipt of possession, pursuant to Wisconsin Law, Wis. Stat. § 704.08. The Landlord will provide a check-in sheet to Tenant when lease is signed. A check-in inspection sheet may be completed at that time and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise. All systems and appliances on the Premises, including refrigerators, stoves, microwaves, dishwashers,

washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and is satisfied with the condition of the Premises, including all systems and appliances on the Premises. Completion and return of the check-in form is conclusive evidence to the fact that the Premises are in good order and satisfactory condition subject to the items noted in the check-in sheet. Should Tenant elect not to complete and return a check-in form within seven (7) days, taking possession of the Premises by Tenant is conclusive evidence to the fact that the Premises are in good order and satisfactory condition.

(B) Landlord (or a representative of Landlord) may, at its discretion, conduct a check-out/walk-through of the Premises when, or immediately before, Tenant re-delivers the Premises at the end of the Term.

12. Subletting; Assignment. Tenant shall neither sublet any part of the Premises nor assign the Lease, nor any interest in the Lease, without Landlord's prior written consent. Consent to a sublease or assignment shall be in the sole and absolute discretion of Landlord.

12a. Airbnb and Other Similar Sharing Services. Tenant may \_\_\_\_\_ / may not \_\_\_\_\_ [check one] list the Premises on Airbnb (or similar service).

13. Tenant's Maintenance and Care of the Premises.

(A) In addition to the duties imposed upon Tenant by this or other provisions of this Lease, Tenant shall at all times maintain the Premises in good condition and in reasonably clean and safe manner. In addition, Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person within Tenant's control to do so. Tenant shall use felt pads, rugs or similar scratch prevention materials under all furniture items or other items placed upon any hard surface flooring in the Premises. Bathmats or rugs shall be used on the floors in all bathrooms in the Premises to help prevent standing water on such floors. Tenant shall not place any additional locks on the Premises, including, but not limited to, exterior and interior doors. Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. Tenant shall not cause any of the locks or cylinders in the locks to be changed or re-keyed in any manner. Tenant must keep the Premises free and clear of all debris, garbage and rubbish.

(B) Except as may otherwise be permitted by applicable law, Tenant shall not perform or contract with third parties to perform any repairs of any kind on the Premises without the prior written consent of Landlord. If any repair which is the responsibility of either Tenant or Landlord becomes necessary, Tenant shall notify Landlord, in writing, as soon as possible and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at Tenant's sole expense and no deductions or offsets in Rent or Additional Rent will be permitted.

(C) Tenant shall not make any additions, improvements, or alterations to the Premises unless prior written consent is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any additions, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "additions, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, or other permanent or semi-permanent changes to the Premises. Additionally, no trampolines, pools, satellite dishes, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion.

(D) Tenant shall be responsible for all costs related to any repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines of the Premises any non-approved substances, such as cooking grease, sanitary napkins, diapers, children's toys or other similar object that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within twenty-four (24) hours. Landlord shall use reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and shall not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

(E) It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Landlord has informed Tenant of the need for prevention of moisture in the Premises and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, and around outside walls) for mold prevention. In signing this Lease, Tenant has examined the Premises and certifies that Tenant has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises, other than for claims arising from the direct result of the negligence or intentional actions of Landlord. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are an important part of Tenant's Lease obligations.

(F) Pest control, after the first ten (10) days of the Term of this Lease, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation, except for issues arising from the direct result of the negligence or intentional actions of Landlord. Tenant shall keep the Premises free of all pests, including without limitation, rodents, fleas, bed bugs, ants, cockroaches, gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant agrees that Tenant has examined the Premises and certifies that it has not observed any pests in the Premises.

(G) To the maximum extent permitted by law, Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption pursuant to any medical use or medical prescription, or any medical, retail or recreational marijuana activities that may otherwise be permitted under any local, state or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this Section shall be an immediate and incurable Default of this Lease.

(H) No ice melt, salt or similar product may be used on the Premises. Any damage to the Premises (including, without limitation, concrete walkways and stairs) caused by Tenant's use of ice melt, salt or similar product shall be the sole responsibility of Tenant, and Tenant shall be responsible for the cost and expense any repairs required as a result thereof.

(I) If a pool is present on the Premises, Tenant (\_\_\_\_is / \_\_\_\_ is not) responsible for maintaining the condition of the pool. Tenant acknowledges that pools are potentially dangerous (especially to small children). Tenant assumes full responsibility for any injuries to Tenant and any family, visiting friends, dependents, guests, licensees or invitees of Tenant in connection with any pool on the Premises. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties,

damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from any pool on the Premises.

(J) Tenant (\_\_\_\_ is / \_\_\_\_ is not) responsible for lawn/yard maintenance and snow removal. If Tenant is responsible for lawn/yard maintenance, such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs and bushes, and Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained and in good condition. If Tenant is responsible for snow removal, Tenant shall promptly remove snow and ice from the sidewalks and walkways serving the Premises.

(K) If Tenant changes the locks without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall be responsible for all costs of Landlord to enter the Premises by force, including, without limitation, any damage to the Premises. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$\_\_\_\_\_ service charge.

(L) The Premises has been equipped with \_\_\_ hard wired / \_\_\_ battery powered smoke detectors and carbon monoxide detectors. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order.

(M) If the Premises is part of a multi-unit building, Tenant, shall have the non-exclusive right to use the common hallways of such building for access to and from the Premises, such use to be in common with Landlord, other tenants in the building and other persons permitted by the Landlord to use the same. If Tenant causes any damage to the common hallways, beyond normal wear and tear, Tenant shall pay all costs to repair such damage to Landlord within thirty (30) days after receipt of an invoice.

14. Landlord's Maintenance of the Premises. Landlord agrees to maintain the structure, roof and foundation of the Premises, and the heating, plumbing and electrical systems of the Premises unless the repairs required are a result of any act or omission of Tenant (excluding normal wear and tear). In such case that the damage is a result of the act or omission of Tenant, Tenant will be responsible for all costs to repair such damage. Landlord will carry out all required repairs in as reasonable time as possible in accordance to applicable laws, but will not be liable to Tenant for any disruptions or inconvenience to Tenant as a result of damages or repairs or any claim that the Premises is uninhabitable (except to the extent of any non-waivable warranty of habitability provided by applicable laws).

15. Default. All provisions of this lease are material to the Agreement. Failure of either party to substantially comply 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, 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 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 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.

16. 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 the 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.

17. 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 is 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.

18. Re-Entry. If Landlord re-enters the Premises as a result of abandonment or a Default by Tenant:

(A) Tenant shall be liable for damages to Landlord for all loss sustained,;

(B) Tenant's personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's actions pursuant to this Section of the Lease;

(C) Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate;

(D) Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly;

(E) Any money that Landlord receives from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

(F) Tenant will surrender all keys and peacefully surrender and deliver up possession of the Premises.

19. Indemnification; Insurance.



(A) Tenant shall indemnify, defend, and save Landlord harmless from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises. Except for claims related to negligent or intentional acts, Landlord and Landlord's agents, contractors, and employees shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant, resulting from any accident or occurrence in, on or about the Premises, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, skylight, doors, stairs, walks, or any other place on or near the Premises; (x) the falling of any fixtures, plaster or stucco; (xi) fire or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Premises; and (xiii) any hazardous materials or conditions on the Premises.

(B) Landlord, in its sole discretion and for its sole benefit, shall cause the Premises to be insured as it deems appropriate. Tenant shall have no right or claim to any insurance or insurance proceeds of Landlord. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. Tenant shall, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant in an amount not less than \$\_\_\_\_\_, which policy shall name Landlord as an additional insured. Tenant shall maintain such renter's insurance at all times during the Term of the Lease. Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required insurance coverage, within ten (10) days after the commencement of the Term of this Lease and within ten (10) days after any renewal or change in such insurance coverage. If Tenant fails to procure the required insurance, allows such insurance to be cancelled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a Default of this Lease.

20. Holdover. Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises before 11:59 p.m. on the date the Term expires. If Tenant fails to so vacate the Premises, Landlord may immediately commence eviction proceedings at its sole discretion. If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a written agreement as to possession, and Landlord accepts such Rent, then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental of \$\_\_\_\_\_, payable in advance, and subject to all other terms and conditions of this Lease.

21. Entry by Landlord. Landlord may enter the Premises (or cause its agents or contractors to enter the Premises) at reasonable hours for reasonable purposes (such as repairs, inspections or re-letting to prospective new tenants), after giving reasonable notice, of not less than twelve (12) hours, to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of Tenant's abandonment of the Premises. Tenant's request for service or repairs shall be considered Tenant's approval of all necessary access to the Premises by Landlord or Landlord's agents or contractors, in connection with such service or repairs. If Tenant does not allow access to the Premises when Landlord or Landlord's agents or contractors have agreed to perform any services or repairs to the Premises, Tenant will be assessed service charge if indicated in a non-standard rental provision incorporated into this Lease. Landlord may also display "For Rent" or "For Sale" signs on the Premises, including, without limitation, in the windows of the Premises or the front yard.

22. Subordination. The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises. Tenant agrees that from time to time it will deliver to Landlord or Landlord's mortgagee or designee within ten (10) days of the date of Landlord's or Landlord's mortgagees or such other designee's request documentation confirming the subordination of this Lease to any current or future mortgage or mortgages placed on the Premises by Landlord and Tenant's agreement to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage.

23. Lead-Based Paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Tenant hereby acknowledges receipt of a Lead-Based Paint disclosure form and EPA Lead-Based Paint Advisory Pamphlet if home was built prior to 1978.

24. Military Termination. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

25. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

26. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

27. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

28. 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:

- Sought an injunction barring the person from the premises.

- 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.

29. Miscellaneous.

(A) All notices required to be sent under the Lease must be in writing and either be: (i) delivered as provided by applicable law; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. certified mail, postage prepaid, return receipt requested. All notices required to be sent to Landlord must be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant may be sent or delivered to the Premises.

(B) This Lease and any attached exhibits or addendums constitute the entire agreement between parties. Unless otherwise provided in this Lease, this Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

(C) The Section titles or captions in the Lease are for convenience only and shall not be deemed to be part of this Lease.

(D) Whenever the terms referred to in this Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to "Tenant" mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.

(E) No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

(F) If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, a legally valid provision as similar as possible to the invalidated provision will be substituted therefor, and the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

(G) This Lease shall be subject to, and Tenant shall comply with, all covenants, conditions and restrictions affecting the Premises, including, without limitation, the declaration, bylaws, and/or rules and regulations of any condominium association and/or homeowner's association governing the Premises (collectively, the "Association Documents"). Tenant's failure to comply with such covenants, conditions and restrictions, including, without limitation, the Association Documents, shall be a Default of this Lease. Additionally, Tenant shall immediately reimburse Landlord for any fines or other charges incurred by Landlord due to Tenant's violation of the Association Documents.

(H) Any partial payment made by Tenant will be allocated first to the payment of Additional Rent and second to unpaid Rent. Landlord's acceptance of any partial payment does not waive Landlord's right to require immediate payment of the unpaid balance of Rent, or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

(I) No assent, express or implied, to any Default of any one or more of the agreements in the Lease will be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

(K) If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that each and every person comprising Tenant are each, together and separately, responsible for all of Tenant's obligations.

(L) Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to smoke in the Premises, including, without limitation, the use of any vapor products.

(M) If any individual comprising Tenant dies before the end of the Term, any remaining individuals comprising Tenant shall continue to carry out the terms of the Lease. If the deceased individual is the sole Tenant under the Lease, a representative of the deceased Tenant may terminate this Lease by providing verified written documentation testifying to such Tenant's death.

30. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year provided with their respective signatures below.

**TENANT:**

**LANDLORD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_