

<u>Lease Date</u>	<u>Lease Term</u>	<u>Monthly Rent</u>	
<input type="text"/>	From 3 PM to 11 AM on <input type="text"/>	\$ _____ if received by the 1st day of the month, if received after that day, the rent due shall increase by \$75.00 for that month.	Unit Code _____ Security Deposit \$ _____ Paid by: _____

RESIDENTIAL LEASE

Parking	_____ Parking space(s) is included with unit, location shall be determined by Lessor/manager
Parties Premises Term Rent	It is mutually agreed by and between _____ Lessor, and _____ Lessee, jointly and severally, that Lessor does hereby lease to Lessee the following described premises in the State of Wisconsin _____ for the term and rent described above. First months rent is due and payable on the first day of _____ and the entire monthly rent shall be paid on the first day of each month thereafter. If this is a month-to-month lease or if by operation of the terms hereof a month-to-month tenancy is created hereunder, Lessee agrees not to vacate the premises during the months of November, December, January and February; if Lessee vacates in violation hereof, Lessee shall pay for any rent loss, costs of rerenting and utility costs during those months
Residents	There shall be no more than _____ adults and _____ children living in the premises during Lessee's tenancy, \$ 200.00 / month additional rent per extra person or per animal
Place of Payment	Payments hereunder are to be made at _____, PO Box 511542, Milwaukee, WI 53203 Lessor's business address, or such other place as Lessor shall designate in writing. All notices and papers for Lessor shall be sent to Geoffrey Stone at the same address.
Heat & Utilities	_____ is to furnish heat at his/her expense. If Lessee is responsible for furnishing heat, Lessee agrees to maintain a reasonable amount of heat in cold weather to prevent damage to water pipes, etc. Should any damage occur because of Lessee's failure hereunder, Lessee shall be held responsible for damage. Lessees are responsible for their own gas and electric bills; _____ shall pay city municipal charges (sewer & water, etc) which may be separately metered, if not, they shall be prorated by the number of units in the building. Utility charges shall be considered as rent
Renewal And Shortened Term	The renewal of this lease is not automatic and tenancy beyond the term hereof shall be on a month-to-month basis under the terms and conditions of this lease. The term of this lease may be shortened in the event the premises are sold if the new owner provides Lessee at least 60 days notice of termination of tenancy. Under any circumstances Lessee must give and Lessor must receive WRITTEN notice of termination of tenancy AT LEAST 60 DAYS prior to the last day of Lessee's final month of tenancy or this lease shall continue as a month-to-month tenancy. The day of delivery of notice to Lessor shall be counted as part of the notice period
Security Deposit	Lessee agrees that the security deposit in the amount set forth above shall be held by Lessor and may be commingled with Lessor's operating funds: Lessee waives interest on security deposit and on any pre-paid rent. THE SECURITY DEPOSIT IS NOT RENT and Lessee may not use it as rent, but is a deposit which will be returned to Lessee after he/she vacates premises and returns all keys to Lessor; premises must be left in clean condition and ready for the next occupant. By "clean condition and ready for the next occupant" is meant clean and the better of: (1) the condition of the premises when turned over to Lessee, or (2) the condition of the premises following the completion of any work performed by either party to improve the premises (normal wear and tear excepted). Lessee agrees to the assignment of security deposit to new Owner in the event of the sale of the property. All sums due under the lease may be set off against security deposit
Lessee has Examined Premises	Lessee has examined and knows the condition of the premises and has received the same in good order and repair except as otherwise noted and endorsed by both parties on the reverse hereof and no representations as to the condition or state of repair have been made by Lessor except as noted and endorsed by both parties on the reverse hereof. Lessee shall have seven (7) days after the beginning of occupancy to inspect the premises and advise Lessor of any other damages which existed prior to his occupancy. Lessee may request in writing a list of physical damages or defects charged to the previous tenant's security deposit
Lessee's Property	Lessee is responsible for insuring his personal property and expressly waives any claim against Lessor for loss or damage thereto by reason of fire, theft, act of God or other cause (other than Lessor's conscious act or active negligence)
Lessee's Duties	Lessee agrees to assume the following duties: (1) to notify Lessor (not a tradesman working for Lessor) of needed repairs and to do so in writing, except for emergencies; (2) To allow lessor / service personnel to enter premises at reasonable time or reasonable times on reasonable notice to inspect, repair, improve, show, or comply with applicable laws or regulations. Lessor may enter without notice at reasonable times upon consent or request of Lessee including a request of Lessee for maintenance services or when a health, safety or repair emergency exists; (3) To use the premises only for lawful residential purposes; (4) To obey all lawful orders, rules and regulations of all government authorities; (5) To leave all alterations or improvements to the premises for Lessor's benefit; (6) Not to assign this lease or sublet premises without prior written consent of Lessor; (7) To obey and abide by the Rules and Regulations printed in this lease and the Non Standard Rental Provisions which are part of this lease as though fully set forth herein

Termination	After Lessee leaves the premises, Lessee shall be liable for the premises as though still in possession for all damages thereto until he has delivered all the keys to Lessor. The burden of proof of delivery of such keys is on Lessee.
Breach of Lease	In the event Lessee violates any of the terms of this lease, Lessor may serve the statutory five or 14 day notices as though Lessee's tenancy was a tenancy for one year or less. In the event Lessee is evicted for failure to abide by the terms of this lease, or otherwise leaves the subject premises prior to the expiration of this lease, Lessee shall remain liable for all rental loss through the end of this lease as well as advertising, utility, and all rerenal costs and fees unless Lessee is expressly released from such obligation by Lessor IN WRITING
Waiver	In the event either party defaults on any requirement of this lease and the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this lease or an indication that later defaults shall result in a similar failure to act (waiver)
Rules	See for Rules and Regulations section
Pets	NO PETS ALLOWED OR VISITING PETS (without pet contract)
Application	If Lessee makes representations to Lessor on a rental application or otherwise which induce Lessor to enter into this lease and Lessor thereafter discovers one or more material falsehoods in said representations, Lessor may cancel and rescind this lease upon written notice as though this was a month-to-month tenancy
Terms	The terms "Lessor" and "Lessee" as used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions hereof shall bind all parties, their heirs, successors and assigns.
Tax	Starting the January following execution hereof, the rental amount may be adjusted by Lessor to reflect property tax changes on a prorata basis and among the units of the building
Lead and Recycling	Lessee has received brochures on recycling and lead in the home (if applicable). Lessee agrees to abide by all City and State of Wisconsin recycling regulations and ordinances. Lessor has no knowledge of lead hazard on the premises.
Subordination	Lessee acknowledges and agrees this lease is subordinate to any present or future mortgage on these premises
Copy	Lessee acknowledges that he has read and understands this document and that he has received a copy of it
Special	
	IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the lease date written above
	LESSOR: LESSEE:
	(SEAL) X (SEAL)
	X (SEAL)
	PO Box 511542, Milwaukee, WI 53203
	414-207-8292 X (SEAL)
	GUARANTORS OF LESSEE:
	In consideration of Lessor's agreement to this lease, the undersigned guarantee(s) the payment of all amounts due under the lease and the performance of the covenants by Lessee.
	X (SEAL) X (SEAL) X (SEAL)
	Print Name Print Name Print Name

RULES AND REGULATIONS

Lessee, for himself/herself in his social and business guests, agree to abide by the following rules and regulations which are part of the lease.

1. Painting and Decorating: Lessor must approve all painting (including colors) in advance.
 - Natural woodwork will not be painted under any circumstances. Paint drips and splatters will be removed immediately and completely.
 - Latex flat paint will be used on walls and ceilings in all rooms except bath and kitchen; enamel or latex semi-gloss will be used on painted woodwork everywhere and on walls and ceilings in bath and kitchen.
 - Under no circumstances will Lessor provide painting equipment (brushes, rollers, pans, etc.) These tools

shall be provided by Lessee.

- Lessee shall not post signs or placards without Lessor's permission.
2. Maintenance – Yard, Halls, etc. and General Rules.
- Under Wisconsin law, tenants are responsible for minor repairs (including broken windows and screens) and for all repairs necessitated by their negligent actions.
 - Lessee is responsible for keeping the yard neat, clean and trimmed, and for keeping sidewalks free of ice and snow. Lessee is also responsible for keeping common hallways clean and tidy. If garbage cans are provided, Lessee shall be responsible for moving carts to and from pick up point as required by city ordinance.
 - Lessee shall keep premises in a clean and tenant-able condition at all times.
 - Lessor must approve all pets in writing. If at any time Lessor for any reason whatsoever feels any pet to be objectionable or improper, Lessor shall have the right to require Lessee to remove pet from the premises and the Lessee shall be continue to be responsible for all rent under the lease. Pets shall be kept away from maintenance repair and management personnel.
 - Property left on premises : Any property Lessee leaves on premises after vacating may be considered to be abandoned and may be disposed of by Lessor without liability.
 - Locks, Keys, Entry: Locks will not be changed or added without Lessor's permission. Lessor is to be given a copy of new lock key and Lessee authorizes Lessor to enter premises in an emergency. If damage results to the premises because Lessor was not provided a key to new or added locks, Lessee agrees to pay for repair of said damage.
 - Lessee shall not disturb the neighbors or other Lessees.
 - Lessee shall notify Lessor if Lessee leaves the premises in excess of seven days and shall leave a lighted lamp in a window that shall be visible from the street during any absence in excess of 40 hours.
 - Appliances: If lessor provides appliances, they are provided for Lessee's convenience only, and shall not be considered part of the premises for rent purposes. Lessee shall clean appliances inside and outside thoroughly and defrost refrigerator at the time of departure from premises. If provided by Lessor, appliances may be removed upon a 12 hour notice.
 - Lessee shall vacate premises at end of term and deliver all keys to Lessor.
 - Lessee shall not keep water beds on premises.
 - Lessee shall do nothing which increases the risk of fire, or explosion, or which will effect the validity of the Standard Fire Insurance Policy of the State of Wisconsin
 - Lessee shall supply light bulbs, fluorescent tubes, and fuses used for their premises. Maximum 15 Amp fuses shall be used in apartment circuits and maximum of 25 Amp fuses shall be used in electrical main circuits.
 - Lessee is responsible for letting Lessor know of any problems with smoke detectors, including need for new battery, within 2 days of discovering problem.

NON STANDARD RENTAL PROVISIONS

As part of the rental agreement (composed of the Rental Application, the Residential Lease with the Rules and Regulations and such other supplementary documents as the parties executed) the undersigned tenant(s) agree to the following charges and costs which may be assessed against the security deposit:

1. The amount of rent due shall increase by \$75.00 for that month if full rent is not **RECEIVED** on or before the 1st day of the month.
2. \$200 per month additional rent per unauthorized extra person or animal.
3. \$50 fee for each non-sufficient funds or stopped payment check dishonored by tenant's bank. (Plus additional rent if applicable).
4. \$50 if all keys including mail key are not delivered to Lessor upon Lessee's vacating.
5. \$50 for each garage door opener not delivered to Lessor upon Lessee's vacating.
6. All costs and lost rent in the event Lessee departs and either party re-rents the premises prior to the agreed lease end date (or any extension thereof) including, but not limited to advertising, signage, Lessor's labor costs and rental commissions.
7. \$30 if Lessor or manager unlocks Lessee's unit because of lost, misplaced or forgotten keys.
8. \$30 for cleaning each of Lessor's appliances left dirty by Lessee.
9. \$75 per room for carpet cleaning if Lessee has failed to have stained and/or soiled carpets **professionally cleaned** upon vacating by a firm approved by Lessor, normally with truck mounted carpet cleaning unit.
10. \$25 per hour for cleaning of vacated premises beyond one hour.

11. \$25 per hour plus materials cost may be charged Lessee to repair and/or repaint marked, improperly painted or damaged surfaces in apartment if Lessee resided in unit less than 13 months, one half of the labor and materials cost if tenant resided in unit more than 13 months but less than 25 months.
12. Lost rent up to one month of rent in the event Lessee has a pet and premises are not re-rented without rental loss despite Lessor's normal rental efforts or if Lessee refuses to allow entry of premises during normal showing hours after having been given reasonable advance notice.
13. The request for maintenance work by tenant constitutes permission for management/maintenance personnel to enter premises at reasonable times to perform the repairs.
14. Personal property left on premises upon tenant vacating shall be charged actual and reasonable cost or value of removal and storage.
15. \$50.00 if Lessor or manager must meet with utility personnel to activate or deactivate Lessee's service.
16. \$50 for any 5-day notice sent or given to tenant.
17. \$25 each time Lessor has to ~~mow the lawn~~, shovel the snow, or take out the trash for Lessee.
18. \$25 each time Lessor has to clean up cigarette butts and/or smoking paraphernalia for Lessee.
19. \$200 if Lessee terminates lease or moves out before lease expiration, in addition to any costs incurred by Lessor while trying to get unit re-rented. Additional costs include, but are not limited to, lost rent and damage to unit.
20. This is a **non-smoking building**. Smoking not allowed anywhere inside the building. \$200 for cleaning and/or painting each room affected by smoking on premises.
21. The above charges and late charges shall be treated as rent.

I understand that if I fail to properly clean/repair my apartment upon departure I will be charged the above charges (or higher actual costs of repair if applicable).

I understand that if this is a subtenancy, (i.e., replacing a current tenant,) subtenant agrees to assume any unsatisfied security deposit liabilities, which have accrued since the inception of the original lease.

I am aware I have 7 days after occupancy to notify Lessor in writing of any damage or needed repairs which existed prior to occupancy and may request in writing a list of physical damages or defects if any, charged to the previous tenant's security deposit.

Identified, discussed and negotiated on _____ (Date)

Tenant(s) _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Note: Remember to sign/initial all pages of lease

**WE-ENERGIES
1-800-242-9137**