

RESIDENTIAL RENTAL CONTRACT

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

1 This Contract for the rental or lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the
2 singular whether one or more) on the following terms and conditions:

3 **TENANT:** Number of occupants _____ Names: _____
4 _____
5 _____
6 **PREMISES:** Building Address: _____
7 _____
8 Apartment/room/unit _____
9 Other _____
10 Included furnishings: appliances: refrigerator, range, oven and: _____
11 _____ **[STRIKE AS APPLICABLE]**

LANDLORD: Apex Property Management, Inc.
Agent for service of process: _____
Address for service of process: 1741 Commercial Ave.
Madison, WI 53704
Agent & address for maintenance, management: _____
1741 Commercial Ave. Madison, WI 53704
Agent & address for collection of rents: _____
1741 Commercial Ave. Madison, WI 53704

12 **RENT:** Rent of \$ 0.00 for Premises and \$ 0.00
13 for other (specify _____) is due on the
14 First day of each month. If payment is received or postmarked
15 by the _____ day of the month when due, rent is \$ 0.00
16 0.00 for the Premises and \$ 0.00 for other. Charges

TERM: **[STRIKE EITHER (a) OR (b)]**
(a) Month-to-month beginning on: _____, _____ **OR**
(b) For a term of _____ months, beginning on _____,
_____ and continuing to _____.

17 Incurred by Landlord for Tenant's returned checks are payable by
18 Tenant. Landlord shall provide a receipt for cash payments of rent. All
19 Tenants, if more than one, are jointly and severally liable for the full
20 amount of any payments due under this Contract (STRIKE if not appli-
21 cable). Acceptance of a delinquent payment does not constitute a
22 waiver of that default or any other default under this Contract.

(Note: A lease for a fixed term expires without further notice. If
tenancy is to be continued beyond stated lease term, parties should
make arrangements for this in advance of lease expiration.)

23 **SECURITY DEPOSIT:** Upon execution of this Contract, Tenant shall
24 pay a security deposit in the amount of \$ 0.00
25 to be held by Apex Property Management, Inc.

UTILITIES: Check if paid by:
Landlord Tenant Landlord Tenant
Electricity Sewer / Water
Gas Hot Water
Heat Trash
Air Conditioning Other _____

26 **PETS:** Pets (are) (are not) permitted. **[STRIKE ONE]** If neither is
27 struck, pets are not permitted.) See Special provisions for additional
28 provisions relating to pets.

If any utilities or services payable by Tenant are not separately
metered, Tenant's share is allocated as follows: _____

29 **TIME IS OF THE ESSENCE:** Time is of the essence as to all dates and deadlines set in this Contract or by law, unless otherwise provided in
30 Special Provisions. **PARTIES FAILING TO PERFORM BY A "TIME IS OF THE ESSENCE" DEADLINE WILL BE IN BREACH OF THIS CONTRACT**
31 **IMMEDIATELY UPON PASSAGE OF THE DEADLINE.**

32 **SPECIAL PROVISIONS:** Lease to end at Noon on last day of lease term. Tenant agrees to follow City of Madison
33 **trash and recycling laws. Late charge of \$ _____ if rent is received or postmarked after the 3rd day of the**
34 **month in which it is due. NO DOGS EVER!**

36 **ATTACHMENTS:** Attachments checked below are attached to this Contract and incorporated herein by reference.

Attachment	✓ Check	Attachment	✓ Check
Guarantee/Renewal/Assignment/Sublease	X	Nonstandard Rental Provisions	X
Rules and Regulations	X	Promises to Repair	
Smoke Detector Notice	X	Code Violations	
Lead-Based Paint Disclosure & Pamphlet	X	Real Estate Agency Disclosure	
Other: <u>Check-in form</u>	X	Other: <u>Tenant & Landlord Rights & Respons</u>	X

43 Landlord shall provide Tenant with a copy of this Contract and any rules and regulations. Landlord shall give Tenant a check-in
44 sheet on or before the commencement of this tenancy. **NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE**
45 **RIGHTS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL**
46 **RIGHTS UNDER THIS CONTRACT. THIS CONTRACT INCLUDES THE PROVISIONS ON PAGE TWO.**
47 **IN WITNESS WHEREOF,** the Parties have executed this Rental Contract.

48 LANDLORD: _____ TENANTS: _____
49 (Date) (Date)
50 _____ (Date)
51 _____ (Date)
52 TENANT: _____ (Date)
53 _____ (Date)

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

54 PROMISES TO REPAIR.

55 Any promise to repair, clean, or improve the Premises (including the promised date of completion) that was made by Landlord before execution of this
56 Contract, is listed under Special Provisions or in a separate addendum to this Contract. Time being of the essence as to completion of repairs does
57 not apply to any delay due to causes beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

58 **CODE VIOLATIONS; ADVERSE CONDITIONS.** If the Premises or the building in which they are located are currently cited for uncorrected
59 building or housing code violations, or contain conditions adversely affecting habitability (including no hot or cold running water, plumbing or sewage
60 disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no
61 electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health
62 or safety), these are listed under Special Provisions, or in a separate addendum to this Contract, and Landlord shall exhibit copies of any
63 uncorrected code notices or orders to Tenant, all before this Contract is signed or any deposit is accepted.

64 **INSPECTION; SECURITY DEPOSIT.** Tenant has 8 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any
65 preexisting damage or defect. Landlord shall provide Tenant a written description of the physical damages or defects charged to the previous
66 tenant's security deposit if Tenant, within the first 8 days of the tenancy, provides Landlord with a written request for such list. Tenant's security
67 deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant
68 surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Contract, subject to the exceptions described in
69 Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held
70 by Tenant, such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized
71 statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect
72 or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. No deduction may be
73 made for any damage charged against the previous tenant's security deposit. Tenant may not use the security deposit as payment of the last
74 month's rent without the written permission of the Landlord.

75 **USE; GUESTS.** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises
76 for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located,
77 or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance
78 policy. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other
79 occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks
80 without written consent of the Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect
81 caused by the negligence or improper use of the Premises or the building or development in which they are located, by Tenant or Tenant's guests
82 and invitees.

83 **MAINTENANCE.** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for
84 Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under
85 Tenant's control in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord,
86 normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light
87 bulbs, fuses, and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or
88 redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part,
89 or attach or display anything which subsequently affects the exterior appearance of the Premises of the property of which it is a part. Whichever
90 party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent
91 damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of parties' responsibilities regarding
92 the maintenance of smoke detectors.

93 **ENTRY BY LANDLORD.** Landlord may enter the Premises occupied by Tenant at reasonable times upon advance notice to inspect the Premises,
94 make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without
95 advance notice upon consent of the Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is
96 necessary to protect the Premises or the building in which they are located from damage. Tenant shall not add or change locks without obtaining
97 Landlord's written permission AND immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks
98 without obtaining Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access
99 to the Premises is a breach of the Contract.

100 **RULES.** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant
101 acknowledges receipt of the rules prior to signing this Contract. Any failure by Tenant to comply substantially with the rules is a breach of the
102 Contract. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the
103 amendment is mailed or delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any
104 time before it becomes effective terminate this Contract by giving Landlord not less than 28 days' written notice, effective as of the end of a rent-
105 paying period, citing the amendment and its effect on Tenant's use of the Premises.

106 **POSSESSION; ABANDONMENT.** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's
107 breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to
108 Tenant's obligations under this Contract. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for three successive
109 weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full
110 period of the absence. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be
111 deemed to have abandoned the property and Landlord shall deal with it as provided by Wis. Stat. § 704.05(5) or any written lien agreement
112 (Nonstandard Rental Provision).

113 **ASSIGNMENT.** Tenant shall not assign this Contract of sublet the Premises or any part thereof without the written consent of Landlord, which will not
114 be unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this
115 Contract and enter a new Contract instead of renewing it, assigning it or subleasing the premises.

116 **CONTROLLING LAW.** Landlord and Tenant understand that their rights and obligations under the Contract are subject to the federal and state lead-based
117 paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law.
118 Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

119 **SALE OF PROPERTY** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly
120 released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

121 **LEAD-BASED PAINT PROVISIONS (Applicable only if the Premises is a "target property" constructed before 1978.)** Tenant has received,
122 read and understands the Landlord's lead-based paint (LBP) disclosures and the *Lead-Based Paint: Protect Your Family Pamphlet* (Pamphlet). Tenant
123 agrees to follow the practices recommended in the Pamphlet in order to protect tenant and other guests and occupants from injuries caused by
124 exposure to lead. Tenant shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other
125 conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupant are
126 prohibited from disturbing paint and performing lead-based paint activities on the property without proper State of Wisconsin certification.

127 **AGENCY NOTICE.** Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

Drafted by: Attorney Debra Peterson Conrad

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