

Move In Date / /	Lease Term	Monthly Rent Total Payment	Total of all Deposit(s) Charged
Pro-Rated Rent early move in is \$	From 3 PM / / to 11 AM on / /	\$ <u>.00</u> if received by the 1st day of the month, if received after that day, the rent due shall increase by \$50.00 for that month. This amount includes additional <input type="checkbox"/> Pet or <input type="checkbox"/> Parking	Acct #: Security Deposit: \$ <u>.00</u> Includes Additional Deposit <input type="checkbox"/> Pet <input type="checkbox"/> Parking Pd by _____ on _____ Pd by _____ on _____

*****All parking fees if applicable as of lease printed date are included in total monthly rent above. _____ Outdoor Spaces Included _____ Garage Spaces Included _____ Parking Agreement for extra leased spaces is a separate form and is required. If parking or pets is/are added after the original printing of this lease, the total monthly rent and security deposit listed above will not be all inclusive.

RESIDENTIAL LEASE

Parties It is mutually agreed by and between **Wiechmann Enterprises Unlimited** Lessor, and _____ Lessee(s), jointly and severally, that Lessor does hereby lease to Lessee the following described premises in the State of Wisconsin _____, **Milwaukee, WI 53211** for the term and rent described above. First months rent is due and payable on the first day of _____, **20** and the entire monthly rent shall be paid on or before 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 or for the balance of the Lease, whichever is longer.

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 (excluding children) or per animal without written approval of Lessor

Place of Payment Payments hereunder are to be made at **2769 N. Summit Ave, Milwaukee, WI 53211**, Lessor's business address, or such other place as Lessor shall designate in writing. **All notices** and papers for Lessor shall be sent to 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; **Lessee** shall pay municipal, sewer, water, and service charges which may be separately metered, if not, they shall be prorated by the number of units in the building. These charges shall be considered as rent.

Renewal And Shortened Term The renewal of the **ORIGINAL TERM** of this lease is not automatic, and tenancy beyond the original term shall be on a month-to-month basis under the provisions and conditions of this lease. **UNDER ANY CIRCUMSTANCES**, Lessee must give and Lessor must receive a **SIGNED, WRITTEN** notice of termination of tenancy **AT LEAST 60 DAYS** prior to the last day of the month which constitutes Lessee's final month of obligation under the original lease or any month-to-month extension 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. WRITTEN notice must be SIGNED by all lessees. E-mail does not constitute legal notice.

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 surrenders the 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.

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 on page 2 hereof and the Nonstandard Rental Provisions which are part of this lease as though fully set forth herein; (8) Failure to immediately inform Lessor of situations or conditions causing damage to premises may result in Lessee being responsible for that damage. (9) Professionally shampoo, sanitize & deodorize the carpet after vacating the premises using one of the truck mounted firms in your area Lessor recommends.

Termination After Lessee leaves the premises, he 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.. If the Lessee removes from the premises and leaves personal property, Lessor may presume, in the absence of a written agreement between the Lessor and the Lessee to the contrary, that the tenant has abandoned the personal property and may dispose of the abandoned personal property in any manner that the Lessor, in his sole discretion, determines is appropriate, except for medical items which shall be treated in accordance with SS 704.05 (5) (am).

Breach of Lease In the event Lessee violates any of the terms of this lease, Lessor may serve the statutory 5 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, city services, and all rereal costs and fees unless Lessee is expressly released from such obligation by Lessor **IN WRITING**. Lessor shall make reasonable efforts to rerent the unit per Wis. Statutes.

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/Pets Application See other side for Rules and Regulations. **NO PETS ALLOWED OR VISITING PETS** or **See attached Pet Agreement (THIS IS REQUIRED IF PET IS PERMITTED)**
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 In the event that sales tax is enacted on rentals, that tax shall be in addition to the rental amount specified shall be part of rent. 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

Recycling Lead Warning Lessee agrees to abide by all Municipal and State recycling regulations and ordinances and acknowledges receipt of brochure on recycling.
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. Before renting pre-1978 housing, Lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. **Lessor's Disclosure:** Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. **Lessee's Acknowledgement:** Lessee acknowledges receipt from Lessor a copy of the EPA pamphlet, "Protect Your Family From Lead in Your Home." **Certification of Accuracy:** By signing this lease document, the parties to this lease have through the signatures below acknowledged that they have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Subordination Lessee acknowledges and agrees this lease is subordinate to any present or future mortgage on these premises.

Copy Special Lessee acknowledges that he has read and understands all 3 pages of this document and that he has received a copy of it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the lease date written above.

LESSOR: _____ **LESSEE(s):** X _____ (SEAL) _____ date
James Wiechmann, Wiechmann Enterprises Unltd. Lessee
Owner, Broker, Realtor

2769 N. Summit Avenue, Milwaukee, WI 53211 X _____ (SEAL) _____ date
(414) 961-2002 Fax: (414) 961-7787 Lessee

X _____ (SEAL) _____ date

GUARANTOR(S) 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)
Guarantor Guarantor Guarantor

704.14 NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

- (a) A person who was not the tenant's invited guest.
(b) A person who was the tenant's invited guest, but the tenant has done either of the following:
1. Sought an injunction barring the person from the premises.
2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

RULES AND REGULATIONS

Lessee, for himself and his social and business guests, agrees to abide by the following rules and regulations which are part of the lease printed on the reverse hereof.

- 1. Painting and Decorating: Lessor must approve all painting (including colors) IN ADVANCE. If approved, Lessee shall be responsible for restoring painted walls/ceilings/woodwork back to original colors or costs to correct.
A. Natural woodwork will not be painted under any circumstance; paint drips and splatter will be removed immediately and completely.
B. Latex flat paint will be used on walls and ceiling 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.
C. Under no circumstance will Lessor provide painting equipment (brushes, rollers, pans, ladder, etc.). These tools shall be provided by the Lessee.
D. Lessee shall not post signs or placards without Lessor's permission.
2. Maintenance – Yard – Halls – Etc. and General Rules.
A. Under Wisconsin law, tenants are responsible for minor repairs and for any repairs necessitated by lessee or their invitees negligent actions, including but not limited to, broken or missing windows and screens, damaged fixtures and appliances.
B. 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 carts are provided, 1st floor tenant shall be responsible for moving carts to and from pick-up points required by city ordinance. Lessee shall pay any municipal fines for non-compliance. This rule applies to single, duplex and triplex properties.
C. Lessee shall keep premises in a clean and tenantable condition at all times.
D. Lessee will save heat and avoid dust during heating months if furnace filters are regularly replaced; this is Lessee's responsibility.
E. Pets. Lessor must approve all pets in writing. If at any time Lessor for any reason whatever 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 continue to be responsible for all rent under the lease. Pets shall be kept away from maintenance, repair, and management personnel.
F. 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.
G. Locks, Keys, Entry. Locks will not be changed or added without Lessor's permission. Lessor shall 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 damages.
H. Lessee shall not disturb the neighbors or other Lessee's.
I. Lessee shall notify Lessor if Lessee leaves the premises for a period in excess of seven days and shall leave a lighted lamp in a window which shall be visible from the street during any absence in excess of 48 hours.
J. Appliances. If Lessor provides appliances, they are provided for Lessee's convenience. Lessee shall clean appliances inside and outside thoroughly and defrost refrigerator at the time of departure from premise.
K. Lessee shall not keep waterbeds on premises.
L. Lessee shall do nothing which increases the risk of fire or explosion or which will affect the validity of the Standard Fire Insurance Policy of the State of Wisconsin.
M. Lessee shall supply light bulbs, fluorescent tubes and fuses used for their premises. Maximum of 15 amp. Fuses shall be used in apartment circuits and maximum of 25 amp. fuses shall be used in electrical main circuits.
N. Lessee is responsible for informing Lessor in writing, within 3 days of any smoke detector or carbon monoxide detector malfunction, including the need for a new battery.
O. Lessee shall not overcrowd the premises in violation of any municipal ordinance. Lessee assumes all liability including lost rent, fines and orders if ordinance is violated.

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

PREMISES CONDITION CHECKLIST

Lessor certifies as of this date that, to the best of his knowledge, the premises is in rentable condition, normal wear and tear excluded, with no "billable" damage. Lessee has 7 days to inspect the unit and to report any required repairs or to list items Lessee feels could be construed as "billable".

Living Room _____
Dining Room _____
Entrance Hall _____
Bath _____
#1 Bedroom _____
#2 Bedroom _____
#3 Bedroom _____
#4 Bedroom _____
Kitchen _____
Others _____

Unit Address: _____, Milwaukee, WI 53211 Tenant Code: _____

WIECHMANN ENTERPRISES UNLIMITED

2769 N. Summit Avenue, Milwaukee, WI 53211 (414) 961-2002 – Fax (414) 961-7787

NONSTANDARD 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 Lessee & Lessee’s security deposit:

1. The amount of rent due shall increase by \$50.00 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(excluding children) or animal not authorized in writing by Lessor.
3. \$25 fee for each non-sufficient funds or stopped payment check dishonored by tenant’s bank. (Plus additional rent if applicable)
4. \$100 per lock if all keys including mail key are not delivered to Lessor upon Lessee’s vacating.
5. \$75 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 actual costs, damages and rental commissions
7. \$15 if Lessor or manager unlocks Lessee’s unit because of lost, misplaced or forgotten keys.
8. \$60 for cleaning each of Lessor’s appliances left dirty by Lessee.
9. \$45 per room for carpet cleaning beyond normal wear and tear 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. If Lessee had a pet in the unit, the carpets must be professionally cleaned and sanitized/deodorized.
10. \$20 per hour for cleaning of vacated premises beyond one hour and repair of any damage for which the Lessee is responsible.
11. \$25.00 per hour plus materials cost may be charged Lessee for repairs beyond normal wear and tear to repair and/or repaint marked, improperly painted or damaged surfaces in apartment if Lessee resided in unit less than a full 13 months, one half of the labor and materials cost if tenant resided in unit more than 13 months but less than a full 25 months.
12. Tenant is responsible for glass breakage per Wis. Statute.704.07 (3b)
13. Lost rent resulting from: 1) Lessee’s pet’s aggression, damage or odor is such that the premises are not re-rented without rental loss despite Lessor’s normal rental efforts. 2) Lessee refuses to allow entry of premises during normal showing hours after having been given reasonable advance notice, 3) Lessee maintains condition of apartment in a manner that is not sanitary and orderly.
14. The request for maintenance work by tenant constitutes permission for management/maintenance personnel to enter premises at reasonable times to perform the repairs.
15. Personal property left abandoned on premises upon tenant vacating shall be charged actual and reasonable cost or value of removal, storage, and/ or disposal.
16. \$50.00 if Lessor or manager must meet with utility personnel to activate or deactivate Lessee’s service.
17. The above charges shall become rent. Lessee’s payments shall be applied First to any outstanding balance and only then to current charges and obligations.

I understand that if I fail to properly clean/repair my apartment upon departure I will be charged the actual costs of repairs, materials, labor and cost up to the stated amounts listed above.

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

I have received a copy of the “Premises Condition Checklist” as part of the lease along with the Lessor’s certification that, to the best of Lessor’s knowledge, the premises is in rentable condition, normal wear and tear excluded, with no “billable” damage. I am aware that 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)

LESSEE:

Lessee

Lessee

Lessee

GUARANTOR(S):

Guarantor Date

Guarantor Date

Guarantor Date

Unit Address:

, Milwaukee, WI 53211 Tenant Code: