



RESIDENTIAL RENTAL AGREEMENT

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

3 TENANT(S): ( \_\_\_\_\_ adults and \_\_\_\_\_ children)
4 \_\_\_\_\_
5 \_\_\_\_\_
6 \_\_\_\_\_

LANDLORD: \_\_\_\_\_
Agent for service of process Whitewater Property Management, LLC 262-473-7300
612 Wells Street, Suite F
Lake Geneva, WI 53147

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

Agent for maintenance, management Whitewater Property Management, LLC 262-473-7300
612 Wells Street, Suite F
Lake Geneva, WI 53147

10 Apartment/room/unit: \_\_\_\_\_
11 Included furnishings/appliances: refrigerator, range, oven
12 List other: \_\_\_\_\_
13 List of addendum(s) attached: \_\_\_\_\_

Agent for collection of rents Whitewater Property Management, LLC 262-473-7300
612 Wells Street, Suite F
Lake Geneva, WI 53147

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

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

NOTE: An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

Table with columns: UTILITIES: Check if paid by: Landlord, Tenant. Rows: Electricity, Gas, Heat, Air Conditioning, Sewer/Water, Hot Water, Trash, Other.

31 SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by
32 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one
33 (21) days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written
34 statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security
35 deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days
36 Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,
37 normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1).
38 Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

39 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within seven
40 (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of
41 physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will
42 supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those
43 damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within
44 seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose
45 previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In /
46 Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have
47 accepted the Premises without any exceptions.

48 RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure
49 by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may
50 amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such
51 amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if
52 applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

53 **NOTICE TO VACATE: Lease for Term** – No written notice is required to terminate a lease for term because the lease automatically ends on the  
54 last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to  
55 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy** – Written  
56 notice must be received by the other party at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month to month  
57 tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a  
58 calendar month.

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

62 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and  
63 acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to  
64 taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received  
65 less normal wear and tear.

66 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises  
67 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in  
68 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  
69 this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated,  
70 surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed  
71 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  
72 Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or  
73 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  
74 apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency.  
75 If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the  
76 Premises abandoned unless rent has been paid for the full period of the absence.

77 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence  
78 of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may  
79 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  
80 that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment,  
81 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  
82 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,  
83 or certified mail to Tenant's last known address, prior to disposal.

84 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care  
85 for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any  
86 unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything  
87 which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in  
88 Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for  
89 the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be  
90 unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is  
91 located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

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

98 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage  
99 in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord  
100 may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or  
101 before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or  
102 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful  
103 enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their  
104 residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an  
105 agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or  
106 near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not  
107 necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

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

112 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those  
113 portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's  
114 control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord,  
115 normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises,  
116 commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance  
117 of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written  
118 approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises  
119 they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

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

126 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found  
127 on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence,  
128 failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

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

134 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should  
135 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  
136 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  
137 such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the  
138 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  
139 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  
140 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  
141 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).  
142 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  
143 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.

144 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant  
145 is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is  
146 responsible for rent.

147 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

148 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised  
149 date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of  
150 repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

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

153 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property  
154 and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant  
155 may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

156 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

157 1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or  
158 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  
159 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  
160 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,  
161 (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  
162 subsequently invited the person to be the tenant's guest.

163 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  
164 situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law  
165 enforcement agency.

166 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.

167 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may  
168 terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior  
169 to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises  
170 are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

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

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

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

177 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be  
178 considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from  
179 Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

180 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before;  
181 vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.  
182 *Time is of the essence* means that a deadline must be strictly followed.

183 **SPECIAL PROVISIONS:** \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_

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

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

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

190 **OWNER / AGENT OF OWNER** Signature: \_\_\_\_\_ (date)  
191 Print Name: \_\_\_\_\_

192 **TENANT(S)** Signature: \_\_\_\_\_ (date) Signature: \_\_\_\_\_ (date)  
193 Print Name: \_\_\_\_\_ (date) Print Name: \_\_\_\_\_ (date)

194 Signature: \_\_\_\_\_ (date) Signature: \_\_\_\_\_ (date)  
195 Print Name: \_\_\_\_\_ (date) Print Name: \_\_\_\_\_ (date)

196 Signature: \_\_\_\_\_ (date) Signature: \_\_\_\_\_ (date)  
197 Print Name: \_\_\_\_\_ (date) Print Name: \_\_\_\_\_ (date)



## NONSTANDARD RENTAL PROVISIONS

NONSTANDARD OPTION FOR PAYMENT OF RENT. The total rent for the term hereof is based on x total tenants and shall be Txxxx Nxxx THOUSAND Sxxx HUNDRED DOLLARS (\$xx,x00.00). The term of this lease is approximately 11.5 months with the annual rent split into 12 full, equal payments in the amount of \$x,xxx.00 per month. Tenants have the option to pay rent in 11 full equal payments of \$x,x00.00 per month.

**TENANTS AGREE TO ELECT THE FOLLOWING PAYMENT OPTION: CHECK AND INITIAL ONLY ONE OPTION. If no option is elected the default will be option 2, with 12 equal monthly payments.**

\_\_\_\_\_ **Option 1: Single Payment option:** Tenants elect to pay monthly rent with one check and have only one account established for tracking rent and other charges. If this option is elected one tenant(s) should be assigned as group spokesperson and will be the primary contact for rent payment matters:

Tenants spokesperson: \_\_\_\_\_

Primary email: \_\_\_\_\_

Initials \_\_\_\_\_

\_\_\_\_\_ **Option 2: Individual Payments:** As many tenants pay with financial aid and prefer to pay rent by semester, if Tenants elect to make individual payments, they understand one statement will be issued to tenants on a monthly basis to ensure all tenants are aware of status of account balance. Each member of tenant group shall indicate their choice of payment option on the Tenants Information Sheet and shall be bound by their choice for the term of the lease. Regardless of which option chosen, all tenants are jointly and severally responsible for the entire lease amount and may be held responsible for any unpaid amounts. Initials \_\_\_\_\_

(a) **Semester Payment Option:** Rent shall be payable in three installments as follows.

i. First installment (per tenant): Txx THOUSAND Sxx HUNDRED FxxxY (\$x,xxx.00). Due not later than September 1, 2018.

ii. Second installment (per tenant): Txx THOUSAND Sxx HUNDRED FxxxY (\$x,xxx.00). Due not later than September 1, 2018.

iii. Third installment (per tenant): Txx THOUSAND Sxx HUNDRED FxxxY (\$x,xxx.00).. Due not later than January 1, 2019.

(b) **Monthly Payment Option:** Rent shall be payable monthly (in 12 equal payments) per tenant at a rate of Fxxx HUNDRED Txxx DOLLARS (\$xx0.00) per month, with the first payment due on September 1, 2018. Each monthly payment shall be payable to the Landlord on or before the first of each month, thereafter, without further notice.

**SECURITY DEPOSIT:** In the event Tenants elect payment Option 2 above, Tenants further understand the security deposit is posted to individual roommate accounts, but can be used, at Landlord's discretion for any property damages or unpaid rent for the entire lease.

**USE OF PREMISES AND GUESTS:** Any additional tenants or guests present more than 14 nights per month must be added to the lease. Any additional guest or tenant, beyond the original number will incur a charge of \$200 per month. The tenant paying the fee or the Landlord charging the fee does not equate to the Landlord agreeing to make the individual a tenant. This additional cost is calculated into the remaining lease term and, if Option 2 payment plan above is elected, this cost is divided evenly over each member of the tenant group. **Note:** If a building is at the maximum legal limit per City of Whitewater Zoning Ordinance, additional tenants cannot be approved by Landlord. Initials \_\_\_\_\_

**UTILITIES.** Tenants shall be responsible for arranging for and paying for all utility services required on the Premises, on the first day of the lease. If Tenants fails to establish utilities in the name of Tenants after 30 days, Landlord will pay the utilities and charge this amount to tenants. This amount will become due and payable with the next monthly rent installment. The landlord will charge \$50 to contact the utilities and establish service in Tenants. **Privacy Notice:** The Landlord will share the Tenants information with the utility companies.

Tenants shall be responsible to arranging to remove their names from utility bills upon the end of the rental agreement. Landlord shall not be responsible for contacting Utility to remove Tenant's name, nor responsible for any charges incurred after the lease termination date if charges remain in Tenant's name. **Initials**

**CRIMINAL ACTIVITY PROHIBITED.** The Residential Rental Agreement allows for termination of lease in the case of criminal activity. As Tenants are not all family members, Landlord retains the right to evict only the member(s) of group responsible for criminal activity. Should Tenants be removed from the Premises under this provision, Landlord shall retain the right to collect full rent under the terms of the Lease.

**SAFETY AND QUIET ENJOYMENT.** Tenants shall behave in a manner that does not inhibit or impair the quiet enjoyment and feeling of safety of another tenant. As Tenants are not all family members, Landlord retains the right, at Landlord's sole discretion, to evict only the member(s) of a Tenant group responsible for behavior that creates an environment that prevents the safe or quiet enjoyment of roommates. Should Tenants be removed from the Premises under this provision, Landlord shall retain the right to collect full rent under the terms of the Lease.

**EXIT INTERVIEW.** As Tenants are primarily unrelated and do not move/vacate premises as a family unit, the Tenant (group) shall arrange an exit interview with Landlord within the two weeks prior to the end of lease. The intention of this interview is to arrange a dialog to discuss and arrive to special agreements regarding move out procedures, damages, cleaning, and forwarding addresses and answer other questions.

**ASSIGNMENT OR SUBLET OF LEASE:** Any Tenant(s) may, with prior approval of the Landlord, assign or sublet their portion of the lease to another. New Tenant(s) or Sublet(s) must be approved by the Landlord. Landlord has the right, at its sole discretion, to reject any proposed Tenant or Sublet. In multi-tenant lease Landlord retains the right to assign or sublet a portion of the lease without the approval of remaining roommates; with the exceptions of: 1) placing opposite gender Tenants in gender specific units as preferred by Tenants, 2) placing NON Student Tenants with a Student Group of Tenants. This Tenant group is a (strike one) Student Group/Non Student Group. The Tenant(s) desiring the sublet or assignment is responsible to pay rent until Landlord has approved and received a signed sublease agreement or signed lease assignment.

**Assignment and Sublease Option:** If Tenant(s) choose to retain the right to approve all lease assignments or sublets, and if an otherwise qualified candidate, that has been approved by Landlord, is denied by the remaining roommates, for any reasons other than those listed above as exceptions, the remaining roommates then assume responsibility to pay the full rent and relieve departing roommate of their obligations under the lease and agree to pay full rent to Landlord. **\*\*Tenants (strike one) elect / do not elect the right to approve all Assignments or Sublets, all parties to the lease are bound to this election for the entire term of the lease.**

**Initials**

Assignee(s) or Sublessee(s) assumes responsibility for all damages not disclosed to Landlord on a Tenant check in list, within 7 days of assuming the lease from out going Tenant(s).

**PETS:** No pets are allowed without Landlord prior approval. There is a separate application for pets. Pets are limited to one dog over 15 pounds, two dogs under 15 pounds, two cats, or one cage/crate per RESPONSIBLE PERSON, and an overall maximum total of 3 pets per RENTAL UNIT, regardless of the number of tenants. Landlord may, at its discretion, restrict dogs or dog breeds deemed to be dangerous. Caged and crated pets (i.e. guinea pigs, turtles, snakes) also require a full pet approval process, however the pet fee may be reduced or waived for caged and crated pets at, Landlord's discretion.

To obtain pet approval a written roommate agreement and proof of health and immunizations will be required to be provided to landlord. A photo of pet may be required to be on file. If pet is approved, additional monthly rent of \$25/mo is required per pet, and an additional \$100 refundable security deposit is required for each pet owner. Tenants(s) shall be responsible for any damage caused by the pet. Pet approvals are approved in the order received (with completed paperwork), including roommate agreement.

Any indoor/outdoor animal (example, dog) may require a DNA test prior to being granted landlord approval that will be paid at the pet owner expense.

Pets shall not be tied up outside for long periods of time. Pet waste must be cleaned up immediately; failure to clean up will result in a fine of \$35. Yards will be monitored for cleanliness during mowing and snow removal, any waste will be submitted for DNA testing, to verify owner of the pet waste. The cost of the DNA test will be added to the per incident fine. DNA testing and waste fines will be considered the same as "rent" under this agreement.

All pets "visiting" require roommate approval, proof of health and a special permit from the landlord or the pet owner. Visiting pets will be charged \$25 per week rent for the visitor.

**LOCKS.** Tenants may not change any locks on the interior or exterior of property. Landlord shall meet all requests for new locks as soon as possible, with a goal of meeting request within 2 business days of request. Tenants is responsible to make themselves available to pick up keys for new locks.

**GARBAGE.** In some locations dumpsters have been provided. Where provided, Tenant(s) are required to place all garbage into the dumpster. Dumpster enclosure is not to be used for furniture, electronics or other items that are not to be disposed of by Wisconsin State Statute. Recyclable items cannot be combined with garbage. You have also been provided either a recycling dumpster or recycling totes.

In locations where dumpsters are not provided Tenant(s) have garbage totes. Tenants are responsible for Totes to be taken out the night before pickup and returned to their storage area by the end of the day of pickup. Failure to do so may result in a fine from the City of Whitewater, which has historically been a \$25 charge per inspection. This charge will be Tenant's responsibility.

Certain items may not be placed in the garbage such as oil, batteries, furniture, electronics or other items that are not to be disposed of by Wisconsin State Statute. Large and bulky items can be placed curbside according to the City of Whitewater's provided "Bulky" pick up policy. (It is the tenant's responsibility to verify the date and time of these pick ups) and items can only be placed out after 4pm the evening prior to the pick up.

**SMOKING.** Smoking of any kind (tobacco, e-cigarettes or any other substance) is not allowed inside the rental unit. Cigarette butts are not to be thrown in the lawn, if Landlord must clean cigarette butts from landscaping, such clean up will charge \$35. If a tenant has been smoking inside any property creating a need for additional cleaning tenant will be charged \$35/hour. At no time are screens to be removed to allow smokers to hang outside a window.

**SNOW REMOVAL.** Tenants are responsible for removing snow from entry sidewalks, front and back porches, between cars, and other areas that cannot be easily accessed with a plow. Landlord will remove snow from City sidewalks per City Ordinance. Landlord plows driveways after the end of a snow event with accumulation of 2 inches of snow. Tenants will be responsible for moving vehicles prior to plowing. Tenants may contact office to schedule a plow "clean up" as needed at which time a parking lot will be temporarily closed to tenants. Tenants will be provided 12 hours notice of any parking lot closure.

**PARKING.** Each tenant has the right to park one car or small truck. Landlord retains the right, upon 48 hours notice, to have any vehicle removed from the property if, it creates any hazard or obstruction, infringes on the ability of other tenants to park on the property, is unlicensed, etc. Towing the subject vehicle would be at the vehicle owner's expense.

Tenants may not park on grass at any time, as this is a violation of City of Whitewater Ordinance. Parking violations received from the City will be passed through to the tenant(s) to pay.

All garages included in leases shall be used for parking, as most properties do not have adequate space for all tenants to park outdoors. Failure to park in the garage shall be considered a violation of the terms of the lease and can be enforced with a parking fine of \$25 per occurrence, at Landlord's discretion.

If a parking permit becomes required, Tenants will have a 36 hour grace period to display permit after receiving notice from Landlord that it is required. When a parking permit is provided and required by landlord, tenant must display permit in rear passenger side of window. If tenant prefers to back into parking stalls it is recommended they place in lower drivers side of front windshield. Permit should be able to be seen from center of parking lot. One permit is issued per tenant. In any lot where a permit is required and provided by Landlord, any vehicle present more than 3 days, without a permit will be ticketed and towed at owners expense.

Multi-unit buildings, and parking lots for multiple tenant buildings do not allow cars to be washed on property.

**EXTERIOR PROPERTY MAINTENANCE.** Landlord will provide lawn care. Tenants is responsible to keep yard tidy and neat at all times and keep yard area free of garbage/debris so landlord can mow. The City of Whitewater will fine for garbage in yard, along fence line, etc. Fines for garbage in yard will be Tenant's) responsibility. Any fines from the City of Whitewater will be passed on to the Tenants.

Only furniture designed for outside use may be kept outside in the yard. The City of Whitewater will fine for furnishings and other items left in yard. Any fines from the City of Whitewater will be passed on to the Tenants and will become payable to landlord as "rent".

**GENERAL SAFETY AND MAINTENANCE.**

- A. Tenants must periodically check and test smoke alarms and carbon monoxide detectors to ensure they are operational and notify Landlord of any problems. Landlord will standardly test batteries before occupancy.
- B. Tenants must leave smoke and carbon monoxide detectors in place and functional and are responsible for replacing batteries. Landlord will change all batteries, at minimum, once per year in the Spring or Fall.
- C. Landlord will change furnace filters in the fall of each year.
- D. Tenants must not store anything on or around the water heater or furnace.
- E. Tenants shall not adjust hot water tank settings, hot water tanks shall not be set over 125 degrees.
- F. Tenants shall leave Fire Extinguisher accessible, in the kitchen, and notify Landlord if it is used so that a replacement can be provided.
- G. Light Bulbs are the responsibility of tenant. Tenants may contact landlord for difficult locations (ie over stairwells). All light bulbs shall be operational when tenant takes occupancy and therefore if one burns out in first 28 days of tenancy, Landlord will replace bulb at no cost to tenant. Thereafter, the cost of replacing light bulbs will be maintained by tenant as normal care and maintenance of property. The expectation is that the bulbs shall be operational at end of lease. An excessive number of burnt out bulbs upon end of tenancy would represent that standard care and maintenance was not provided by tenant and bulbs would then be charged to tenant security deposit for replacement. Excessive shall be defined as more than 15% of the bulbs in the premises interior and exterior (excluding appliances).

**WINDOW COVERINGS AND SCREENS.** Tenants is responsible to provide appropriate curtains or blinds. Windows may not be covered with posters, flags, blankets, towels or other such hangings. Landlord may leave prior tenant(s) window coverings for incoming tenant if they are in useable condition. Tenants(s) may dispose of window coverings at their sole discretion. All screens provided by landlord in windows shall be stored in the appropriate window and shall not be removed for smoking, pass through, or other purposes. Any missing screens will be replaced by Landlord, at Landlord's discretion, throughout the lease and will be charged to tenant(s). Replacement or rescreening of a screen will be charged at the invoice amount of the replacement plus \$50 labor.

**GRILLS AND FIRE PITS.** No grill may be kept on decks in any multi-tenant building (including townhomes). Grills may only be used and stored 25 feet away from any structure. (If Landlord has provided a picnic table this is the designated grilling area). If there is not a designated picnic/grilling area, you may grill in the yard as long as the grill is used and stored 25 feet from a structure.

Fire pits must be no closer than 10 feet from any property line. Also, fire pits cannot be within 25 feet of any structure. Use of any fire pit must be in accordance with City of Whitewater City ordinance. Any violations in use will result in citations from City and these charges will be passed on to tenant(s) and payable as any other "rent" charge. Tenants may not create a fire pit without approval of Landlord.

**DAMAGES.** Landlord will charge actual time and materials for repairs of damages. The following flat rate charges for damages apply:

Light bulbs: As bulbs burn out at undetermined times, landlord will not charge for any bulbs if 14% of total bulbs in building, or fewer are burnt out. 15% of the bulbs, or more, is considered excessive and will then result in a charge of \$6.00 per bulb, for every bulb replaced.

Window Screens: \$50 Labor plus cost of screen/materials

Carpeting: Non- wear and tear Burn or stain of carpeting in an area under 12 x 12 inches - \$50 or less

Damage requiring full re-carpeting will charge the actual cost of carpeting. If carpeting is determined to be in the last 30 % of useful life tenant will only be charged 50% of the cost of carpeting.

Excessive cleaning required (any room that requires more than 45 minutes of total man hours to clean will be considered to require excessive cleaning) (Kitchens will be given 1.25 hours). Basic cleaning items are listed below:

A oven that requires over 20 minutes to clean will be billed at \$60

A refrigerator that requires more than 20 minutes to clean will be billed at \$50  
 Kitchen cabinets that require more than 20 minutes to wipe out will be billed at \$60  
 A bathroom shower that requires over 20 minutes to clean will be billed at \$60  
 A toilet that requires over 10 minutes to clean will be billed at \$30

These nonstandard rental provisions are made a part of the Residential Rental Agreement. Any violation of provisions herein shall be considered a violation of the Residential Rental Agreement.

**AS TO LANDLORD:**

WHITEWATER PROPERTY MANAGEMENT, LLC, 110 N First Street, Whitewater, WI 53190  
 As agent for LAND AND WATER INVESTMENTS, LLC

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 Date

**AS TO TENANT(S):**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 Date

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 Date

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 Date

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 Date

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 Date

**AS TO SUBLESSEE(S):** (This sublease is an agreement between the original tenant and sublet. It is typically used as a temporary replacement, no security deposit is taken from Sublessee by Landlord. The original Tenant remains under obligation of lease and security deposit is returned at the conclusion of the lease to the original Tenant, as if they had remained in residence)

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 (Sublessee) Date signed:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 (Sublessor) Date signed:

Effective Dates of Sublet Agreement: \_\_\_\_\_ Price to be paid by Sublessor: \_\_\_\_\_

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 (Sublessee) Date

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
 (Sublessor) Date

Effective Dates of Sublet Agreement: \_\_\_\_\_ Price to be paid by Sublessor: \_\_\_\_\_



**AS TO ASSIGNMENT(S):** (An Assignment is when the Landlord has replaced one party on the lease with a new Tenant. The outgoing Tenant's lease end date will become the effective date of the Assignment. Security deposit must be paid in full, by the Assignee before Assignment is effective. Any rent or charges due prior to the assignment date will remain the obligation of the original tenant. Rent and charges due, as of the effective date will be the obligation of the Assignee).

1. (Tenant being replaced) Assignor Sign: \_\_\_\_\_ Date \_\_\_\_\_ Print: \_\_\_\_\_

(Incoming Tenant) Assignee Sign: \_\_\_\_\_ Date \_\_\_\_\_ Print: \_\_\_\_\_

Effective dates of assignment: \_\_\_\_\_ Initials: \_\_\_\_\_

Remaining total balance of rent due by assignee: \_\_\_\_\_ Initials: \_\_\_\_\_

Security deposit paid in full by Assignee: : \_\_\_\_\_ Initials: \_\_\_\_\_

2. (Tenant being replaced) Assignor Sign: \_\_\_\_\_ Date \_\_\_\_\_ Print: \_\_\_\_\_

(Incoming Tenant) Assignee Sign: \_\_\_\_\_ Date \_\_\_\_\_ Print: \_\_\_\_\_

Effective dates of assignment: \_\_\_\_\_ Initials: \_\_\_\_\_

Remaining total balance of rent due by assignee: \_\_\_\_\_ Initials: \_\_\_\_\_

Security deposit paid in full by Assignee: : \_\_\_\_\_ Initials: \_\_\_\_\_

3. (Tenant being replaced) Assignor Sign: \_\_\_\_\_ Date \_\_\_\_\_ Print: \_\_\_\_\_

(Incoming Tenant) Assignee Sign: \_\_\_\_\_ Date \_\_\_\_\_ Print: \_\_\_\_\_

Effective dates of assignment: \_\_\_\_\_ Initials: \_\_\_\_\_

Remaining total balance of rent due by assignee: \_\_\_\_\_ Initials: \_\_\_\_\_

Security deposit paid in full by Assignee: : \_\_\_\_\_ Initials: \_\_\_\_\_