

# RESIDENTIAL RENTAL AGREEMENT

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

Performance Asset Management

3 **TENANT:** ( \_\_\_\_\_ adults and \_\_\_\_\_ children)

**LANDLORD:** \_\_\_\_\_

4 Tenant 1 \_\_\_\_\_

Tenant 2 \_\_\_\_\_

5 Tenant 3 \_\_\_\_\_

Tenant 4 \_\_\_\_\_

6 Additional occupants under the age of eighteen (18) residing in the Premises: \_\_\_\_\_

7 **PREMISES:** Building Address: \_\_\_\_\_

8 **TERM:** Choose either option (a) or (b)

9 ☒ (a) For a term of \_\_\_\_\_ months beginning on \_\_\_\_\_ at 12 noon and ending on \_\_\_\_\_ at 12 noon; or

10 ☐ (b) Month-to-month tenancy beginning on \_\_\_\_\_ at 12 noon and continuing until terminated (at 12 noon).

11 **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.  
12 See section labeled "Notice to Vacate".

13 Tenant agrees to pay the following amounts: **Rent** \$ \_\_\_\_\_ **Parking (1)** \$ \_\_\_\_\_ **Parking (2)** \$ \_\_\_\_\_ **Storage** \$ \_\_\_\_\_

14 **Pet Rent** \$ \_\_\_\_\_ **Other** \$ \_\_\_\_\_ for \_\_\_\_\_ for the

15 **TOTAL SUM OF \$** \_\_\_\_\_ **per month** to be received by the 1st day of each month. If rent is received after the <sup>5th</sup> day, Tenant shall  
16 pay a late fee of \$ <sup>25.00 per day, up to \$100 per month</sup> \_\_\_\_\_

17 **RENT:** made payable to Performance Asset Management at 777 N Jefferson St, Suit 408, Milwaukee, WI 53202.

18 **AGENT** for collection of rents: Performance Asset Management Phone: 414-943-1038  
777 N Jefferson St, Suit 408, Milwaukee, WI 53202

19 Address: \_\_\_\_\_ Email: residents@pammke.com

20 **AGENT** for service of process: Performance Asset Management Phone: 414-943-1038

21 Address: 777 N Jefferson St, Suit 408, Milwaukee, WI 53202 Email: residents@pammke.com

22 **AGENT** for management and maintenance: Performance Asset Management Phone: 414-943-1038

23 Address: 777 N Jefferson St, Suit 408, Milwaukee, WI 53202 Email: residents@pammke.com

24 Rent may be paid by the following methods: ☐ Personal Check ☐ Money Order ☐ Certified or Cashier's Check ☐ Direct Withdrawal ☒ ACH ☒ Other

25 Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent.

26 **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of  
27 a delinquent payment does not constitute a waiver of that default or any other default under this Agreement.

28 <b>UTILITY CHARGES</b>	<b>Electric</b>	<b>Gas</b>	<b>Heat</b>	<b>Hot Water</b>	<b>Water &amp; Sewer</b>	<b>Trash/Recycling</b>
<b>Landlord</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Tenant(s)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

29 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by  
30 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one  
31 (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  
32 statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security  
33 deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days,  
34 Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,  
35 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).  
36 Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

37 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven  
38 (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  
39 physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will  
40 supply Tenant with a list of all physical damages and/or defects charged against the previous tenant's security deposit regardless of whether  
41 or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was  
42 received or within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord  
43 need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant  
44 with a Check-In/Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be  
45 considered to have accepted the Premises without any exceptions.

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

52 **NOTICE TO VACATE:** Lease for Term – No written notice is required to terminate a lease for term because the lease automatically ends on the last  
53 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 continue  
54 the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. Month-to-Month Tenancy – Written notice must be  
55 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 tenancy may only be  
56 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 calendar month.

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

60 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the Premises and has determined that it will fulfill Tenant's needs and  
61 acknowledges that the Premises is in good and satisfactory condition, except as noted in the Check-In/Check-Out form provided to Tenant, prior  
62 to taking occupancy. Tenant agrees to maintain the Premises during Tenant's tenancy and return it to Landlord in the same condition as it was  
63 received less normal wear and tear. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages  
64 based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in  
65 Wis. Stat. § 950.02(4), of that crime.

66 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return  
67 all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its  
68 terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except  
69 that, if Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord  
70 receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the  
71 second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated.  
72 If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's  
73 breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less actual costs of re-rental, toward  
74 Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency as allowed by law.

75 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the Premises and leaves personal property, Landlord may presume, in the absence of a  
76 written agreement between Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and Landlord may dispose of it in any  
77 manner that Landlord, in Landlord's sole discretion, determines is appropriate. Landlord will not store any items of personal property that Tenant leaves  
78 behind when Tenant vacates or is evicted from the Premises, except for prescription medicine or prescription medical equipment, which will be held for  
79 seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other  
80 secured party that Landlord is aware of, written notice of intent to dispose of said property by personal service, regular mail, or certified mail to Tenant's  
81 last known address, prior to disposal.

82 **USE OF PREMISES:** Tenant shall use the Premises or rental property for residential purposes only. Operating a business, including but not limited to,  
83 providing childcare for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises  
84 or rental property for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the  
85 Premises or rental property anything which would adversely affect coverage under a standard fire and extended insurance policy. Nothing in this section  
86 authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or  
87 someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

88 **GUESTS:** Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet use and enjoyment of other  
89 tenants and if the number of guests is not excessive for the size of the facilities of the Premises. Unless prior written consent is given by Landlord, Tenant  
90 may not have any person who is not listed on this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1)  
91 year period or for more than three (3) consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect  
92 of the Premises or rental property, that is caused by the negligence or improper use by Tenant, Tenant's household members, guests, and/or invitees.  
93 Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission  
94 of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4),  
95 of that crime.

96 **NON-LIABILITY OF LANDLORD:** Landlord, except for its intentional or negligent acts or omissions, shall not be liable for injury, loss, or damage which  
97 Tenant may sustain from any of the following: (a) theft, burglary, or other criminal acts committed by a third-party in or about the Premises or rental property;  
98 (b) delay or interruption in any service from any cause whatsoever; (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;  
99 (d) injury or damages caused by bursting or leaking pipes or the back up of sewer drains or pipes; (e) disrepair or malfunction of the Premises or rental  
100 property, appliances, or other equipment unless Landlord was provided with prior written notice of the problem by Tenant. Tenant holds Landlord harmless  
101 from any claims or damages resulting from any intentional or negligent acts or omissions of Tenant, Tenant's household members, guests, invitees, and/  
102 or other third-parties, including other tenants. Nothing in this Agreement should be construed to relieve Landlord from any liability for property damage or  
103 personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injury arising from causes  
104 clearly beyond Tenant's control, or for property damage caused by natural disasters or by persons other than Tenant or Tenant's guests or invitees.

105 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in any  
106 criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate  
107 the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five  
108 (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 a member of Tenant's household  
109 engages in any of the following: (a) criminal activity that threatens the health and safety of, or right to peaceful enjoyment of the Premises by, other tenants;  
110 (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity  
111 of the Premises; (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord; (d) drug-related criminal activity,  
112 which includes the manufacture or distribution of a controlled substance, on or near the Premises. Nothing in this section authorizes Landlord to terminate  
113 the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is  
114 a victim, as defined in Wis. Stat. § 950.02(4), of that crime. It is not necessary that there has been an arrest or conviction for the criminal activity or  
115 drug-related criminal activity.

116 **CRIME VICTIM PROTECTIONS:** Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of  
117 a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4),  
118 of that crime.


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

123 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**  
124 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  
125 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  
126 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  
127 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  
128 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  
129 has not subsequently invited the person to be the tenant's guest.  
130 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  
131 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  
132 enforcement agency.  
133 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.  
134 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised  
135 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  
136 repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.  
137 **COMPLIANCE WITH WIS. STAT. § 704.44:** Nothing in this Agreement authorizes Landlord to do anything that would be a violation of  
138 Wis. Stat. § 704.44 or ATCP § 134.08.  
139 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain, and will be responsible for the cost of, all utilities for the Premises until the end of the  
140 lease term or until the last day that Tenant is responsible for rent.  
141 **ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION:** Landlord may, but is not required to, provide the following  
142 information and/or documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental  
143 agreement; (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit  
144 refund; (c) any promise to clean, repair, or otherwise improve any portion of the Premises made by Landlord prior to entering into the rental/  
145 agreement with Tenant, (d) advance notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.  
146 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises, or any part of the Premises, without the prior  
147 written consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb,  
148 HomeAway, or VRBO.  
149 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The  
150 parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.  
151 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental  
152 agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect  
153 without the invalid provisions.  
154 **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  
155 considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment  
156 from 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.  
157 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement  
158 or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this  
159 Agreement or by law.  
160 *Time is of the essence* means that a deadline must be strictly followed.  
161 **SPECIAL PROVISIONS:** \_\_\_\_\_  
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171 \_\_\_\_\_  
172 \_\_\_\_\_

173 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if  
174 applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.  
175 **Pets and water beds are not permitted unless indicated otherwise in writing.**  
176 **A Check-In/Check-Out sheet or similar must be provided by the Landlord and filled out by Tenant to be returned to Landlord within**  
177 **seven (7) days. This verifies the condition of the Premises upon occupancy as required by Wis. Stat. § 704.08.**

178 **Emergency Contact:** Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

179 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.**

<b>OWNER / AGENT OF OWNER</b>	Signature: _____ Print Name: _____ (date)	<b>See page 4 for additional provisions.</b> 
<b>TENANT(S)</b>		
Signature _____ Print Name: _____ (date)	Signature _____ Print Name: _____ (date)	
Signature _____ Print Name: _____ (date)	Signature _____ Print Name: _____ (date)	

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

**184 MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions  
185 of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean  
186 manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear  
187 excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises  
188 or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which  
189 it is located, unless otherwise allowed under the rules or unless Landlord has granted prior written approval. Landlord shall keep the heating equipment in  
190 a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to  
191 the Premises and the building in which it is located. Nothing in this Agreement should be construed to relieve Landlord from liability for property damage or  
192 personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injuries arising from causes  
193 clearly beyond Tenant's control, or for property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests or invitees. In  
194 addition, nothing in this Agreement should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime  
195 in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by § 950.02(4), of that crime. Nothing  
196 in this Agreement should be construed to allow Landlord to evict or exclude Tenant from the Premises other than by the judicial eviction procedures as set  
197 forth in Chapter 799 of the Wisconsin Statutes.

**198 PAYMENT FOR DAMAGE:** Tenant is responsible for any damage, waste, or neglect caused by Tenant, Tenant's household members, guests, or invitees  
199 including, but not limited to, damage, waste, or neglect to the Premises or rental property. Tenant must pay Landlord for any costs to repair or replace  
200 any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay estimated repair costs before work will begin. Payment  
201 of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the damage, waste, or neglect. Nothing in this section  
202 authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the  
203 Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

**204 REIMBURSEMENT TO LANDLORD:** If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the option,  
205 but is not required to, pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand.  
206 Reimbursement after Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially. Nothing in  
207 this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in  
208 or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

**209 NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises or rental property without the prior written consent of  
210 Landlord. Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings,  
211 drilling of holes, mounting of flat-screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications that  
212 would be attached to the ceiling, floor, or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings, or related items  
213 within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original condition.  
214 Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

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

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

**223 BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant  
224 neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to  
225 remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such  
226 notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due  
227 or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises,  
228 and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of this Agreement, this Agreement may  
229 be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in  
230 Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.16(3), 704.17(2)(c), and 704.17(3m). The  
231 language in this section shall apply to any lease for a specific term and does not apply to a month-to-month tenancy. If Landlord commits a breach,  
232 Tenant has all rights and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45 and Wis. Admin. Code § ATCP 134. Nothing  
233 in this section should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the  
234 Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

**235 RENT:** Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted.  
236 If any of Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made  
237 via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and  
238 defined as "rent."

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

**241 DAMAGE BY CASUALTY:** If the Premises or rental property is damaged by fire or other casualty ("the casualty") to a degree which renders it untenantable,  
242 and if, in Landlord's sole discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate until the  
243 Premises is restored to a condition comparable to its condition prior to the casualty. Tenant's liability for rent will not abate if the casualty was caused in  
244 any part by the negligence or intentional acts of Tenant, Tenant's household members, guests, or invitees. Tenant may be required to vacate the Premises  
245 during repairs. If, in Landlord's sole discretion, the Premises or rental property cannot be repaired in a reasonable period of time, this Agreement will  
246 terminate as of the date of the casualty. If, after the casualty, the Premises or rental property remain tenantable, Landlord will complete repairs as soon  
247 as reasonably possible.



Name of Tenant(s): \_\_\_\_\_

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# Bed Bug Addendum

## ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

Name of Tenant(s): \_\_\_\_\_

\_\_\_\_\_

Address of Premises: \_\_\_\_\_

(Street) (City, State, Zip)

This Addendum contains the terms, conditions, and rules related to Landlord's bed bug policy and is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this Addendum shall be controlling.

Landlord has inspected Tenant's rental unit and is not aware of the presence of any bed bugs in the unit.

### **Tenant Disclosures**

(If true, Tenant should initial A, B and C below.)

- A. \_\_\_\_\_ Tenant has inspected the rental unit prior to moving in and did not see any signs of bed bugs in the unit.
- B. \_\_\_\_\_ Tenant is not aware of any bed bugs in his/her current residence.
- C. \_\_\_\_\_ All of Tenant's personal property including, but not limited to, furniture, bedding, clothing, shoes and other personal belongings that will be moved into the rental unit are free from bed bugs.

### **Inspection By Tenant**

1. Tenant agrees to regularly inspect his/her rental unit for signs of bed bugs.
2. Tenant understands that used or second-hand furniture is one of the most frequent ways that bed bugs are introduced to rental properties. Tenant agrees to inspect any used or second-hand furniture prior to moving it into the rental unit. Tenant understands and agrees that unless he/she is certain that any used or second-hand furniture is free from bed bugs that he/she will not move it into the rental unit.
3. Tenant will allow Landlord or its agents to inspect the rental unit for bed bugs as allowed by law.

### **Reporting of Bed Bugs**

4. Tenant agrees to immediately notify Landlord in writing if any of the following occur: (a) bed bugs are found in the rental unit, (b) Tenant suspects that bed bugs might be present in the rental unit, or (c) Tenant notices unexplained and reoccurring bites on his/her body. Failure to immediately notify Landlord could result in bed bugs spreading to other rental units and common areas which will cause the treatment and eradication of the bed bugs to be more difficult, time consuming and expensive.
5. Tenant should not attempt to treat any bed bug infestation himself/herself. Self-treating for bed bugs may result in injuries to Tenant and/or causing the infestation to become worse.

**Tenant has read and accepts all terms and conditions of this addendum.**

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent of Owner \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Cooperation with Treatment**

6. If bed bugs are found in Tenant's unit, Tenant must fully cooperate with any and all treatment efforts of Landlord and/or its pest management company or other service provider.
7. Treatment typically requires that rental units next to, above, and below the unit infested with bed bugs also be treated.
8. Treatment may require, but is not limited to, the following: (a) Tenant temporarily vacating the rental unit, (b) temporary removal of personal property, (c) sealing of personal property in plastic bags, (d) removal and destruction of personal property that cannot be treated, (e) laundering of bedding and clothing, (f) purchase of and placement of mattress and box spring in a special plastic encasement, (g) de-cluttering the rental unit, (h) vacuuming of all flooring on a daily basis, and/or (i) moving all furniture to the center of the room. Specific instructions and recommendations will be provided as needed by Landlord and/or its pest management company or other service provider.
9. More than one treatment of Tenant's rental unit may be required. Tenant must cooperate throughout the entire treatment process until Landlord and/or its pest management company or other service provider determine that treatment is complete.

### **Default**

10. Failure to comply with the terms of this Addendum include, but are not limited to, the following: (a) misrepresenting any Tenant Disclosure, (b) failing to immediately notify Landlord in writing of the presence of bed bugs, (c) refusing to allow Landlord or its agents to inspect the rental unit, (d) failing to cooperate with the preparation of the rental unit for treatment, (e) refusing to allow access to the rental unit for treatment, (f) failing to cooperate with any post-treatment requirements, and/or (g) any other action that results in the delay of treatment or increases the cost of treatment.
11. Failure to comply with the terms of this Addendum shall entitle Landlord to pursue any and all rights under this Addendum, Tenant's Residential Rental Agreement, and/or applicable law including, but not limited to, terminating Tenant's tenancy and evicting Tenant.

### **Treatment Costs**

12. Tenant will be responsible for the costs of treatment and/or eradication of any bed bugs resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.
13. Tenant may be responsible for other costs and damages incurred by Landlord, in addition to the cost of treatment and/or eradication of bed bugs, resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.

### **Indemnification & Hold Harmless**

14. Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages and expenses including, but not limited to, attorney's fees, that may be incurred as a result of the acts or omissions of Tenant, Tenant's household members, guests or invitees.
15. Unless caused by the intentional or negligent acts or omissions of Landlord, Landlord is not responsible for any damage or destruction of Tenant's personal property or injuries arising from any bed bug infestation.

### **Renter's Insurance**

16. Tenant understands that Landlord's insurance does not cover any of Tenant's personal property that may be damaged or destroyed by bed bugs or bed bug treatment. Tenant also understands that Landlord's insurance does not protect Tenant from any loss or damage caused by the actions of Tenant, Tenant's household members, guests or invitees. Landlord recommends and Tenant understands that Renter's Insurance which may cover such damage is readily available and may be purchased by Tenant.

## RENTER'S INSURANCE DISCLOSURE ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this Addendum shall be controlling.

Tenant(s): \_\_\_\_\_

Address: \_\_\_\_\_ Apt./Unit No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The following is:

☒ **REQUIRED**

☐ **RECOMMENDED**

that each Tenant purchase Renter's Insurance to protect both Tenant's personal property and Tenant himself/herself from any liabilities that Tenant may create while residing at the Property.

Tenant understands that Landlord's insurance does not cover Tenant's personal property from damage caused by burglary, vandalism, electrical surge or failure, lightning strike, freezing, wind damage, heat damage, water damage, hail damage, fire damage, smoke damage, acts of God, or for any other reason not caused by Landlord.

Tenant also understands that Landlord's insurance does not cover Tenant for loss or damage caused by Tenant's actions or those of Tenant's guests. Tenant understands that if Tenant does not purchase Renter's Insurance that Tenant may be held responsible for any loss or damage caused by Tenant's actions or the actions of Tenant's guests.

Tenant understands that Renter's Insurance is readily available and can be purchased relatively inexpensively. If Tenant does not purchase Renter's Insurance, then Tenant will be "self-insured" and therefore may become personally responsible for damages caused by Tenant to other persons or property of others.

If Tenant is required to purchase Renter's Insurance, as set forth above, then Tenant agrees to maintain, at Tenant's own expense, a renter's insurance policy during the term of Tenant's Residential Rental Agreement and any subsequent renewals. Tenant understands that if it is required that Tenant purchase and maintain Renter's Insurance that failure to do so is a breach of Tenant's Rental Agreement and grounds for termination of Tenant's tenancy and the filing of an eviction action.

**Tenant understands and agrees that it is in Tenant's best interest to purchase Renter's Insurance.**

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

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Owner/Agent of Owner Signature*

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Tenant Signature*

\_\_\_\_\_  
*Tenant Signature*



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

## ADDENDUM TO RENTAL AGREEMENT

1 This addendum is made part of your Rental Agreement dated \_\_\_\_\_  
2 Landlord/Agent \_\_\_\_\_  
3 Name of Tenant(s): \_\_\_\_\_  
4 \_\_\_\_\_  
5 Address: \_\_\_\_\_  
(Street) (Unit No.) (City, State, Zip)

### Lead Warning Statement

6 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health  
7 hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. **Before**  
8 **renting pre-1978 housing**, Landlord must disclose the presence of lead-based paint and/or lead-based paint hazards  
9 in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.  
10

### Lead Warning Statement (Check (1) or (2) below):

- 11 1. ☐ Landlord has knowledge of lead-based paint and/or that lead-based paint hazards are present in the property (explain).  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_
- 17 2. ☐ Landlord has no knowledge of lead-based paint and/or that lead-based paint hazards in the property.

### Records and reports available to the Lessor (Check (1) or (2) below):

- 18 1. ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based  
19 paint hazards in the property (list documents below).  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_
- 25 2. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the property.

### Tenant's Acknowledgment

26 Tenant states that Tenant has received any records and reports listed under Landlord's Disclosures above. Tenant  
27 acknowledges that Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.  
28

### Agent's Acknowledgment

29 If Landlord is represented by an Agent, the Agent certifies that Agent has informed the Landlord of the Landlord's  
30 obligations under 42 U.S.C. 4852(d) and that the Agent is aware of Agent's duty to ensure compliance with the requirements  
31 of federal laws and regulations.  
32

### Certification of Accuracy

33 The following parties have reviewed the information above and certify, to the best of their knowledge, that the  
34 information they have provided is true and accurate.  
35

36 Date: \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_

\_\_\_\_\_  
Landlord/Agent Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

Name of Tenant(s): \_\_\_\_\_

☐ **Smoking is allowed on the Premises but only in the following location(s):**\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenant is responsible for the repair, replacement, and/or cleaning of any and all smoke-related damage to the Premises resulting from his/her smoking, the smoking of Tenant's family members, guests, invitees, and/or others under Tenant's control. Smoke-related damage includes, but is not limited to, odors and staining.

_____ <i>Tenant Signature</i>	_____ <i>Date</i>	_____ <i>Tenant Signature</i>	_____ <i>Date</i>
_____ <i>Tenant Signature</i>	_____ <i>Date</i>	_____ <i>Tenant Signature</i>	_____ <i>Date</i>

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## SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM

## Single and Two- Family Dwellings

Tenant(s): \_\_\_\_\_

Address: \_\_\_\_\_ Apt./Unit No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1 This Addendum is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and  
2 conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this  
3 Addendum shall be controlling.

4 **Landlord has provided working Smoke Detectors on the premises as required by law. Tenant acknowledges that**  
5 **all smoke detectors on the Premises are fully operational. Smoke detectors shall be maintained as follows:**

- 6 (a) Landlord shall be responsible for maintaining and testing all smoke detectors in common areas as required by law;  
7 (b) Tenant shall be responsible for maintaining and testing all smoke detectors within Tenant's unit as required by law;  
8 (c) Tenant shall inform Landlord, in writing, of any smoke detector that is not working and Landlord shall have (5) days  
9 after receipt of written notice to repair or replace smoke detector;  
10 (d) Tenant shall replace batteries in all smoke detectors inside Tenant's unit as necessary.

11 Wis. Stat. § 101.145

## CARBON MONOXIDE DETECTOR STATUTES

12 **State law requires that an owner of all single and two-family dwellings install Carbon Monoxide Detectors in the**  
13 **basement of the dwelling and on each floor level except the attic, garage, or storage area of each dwelling unit, no**  
14 **later than February 1, 2011.**

15 The owner has installed functional carbon monoxide detectors that bear an Underwriters Laboratories, Inc., listing mark or  
16 similar mark from an independent product safety certification organization and has installed the detectors according to the  
17 directions and specifications of the manufacturer. The carbon monoxide detector may be combined with a smoke detector.

18 The tenant of the property shall maintain any carbon monoxide detectors in the dwelling.

19 **A tenant must provide the owner with written notice if a detector is not functional. The owner must repair the**  
20 **detector within 5 days after receipt of written notice by the tenant.**

21 An owner of a dwelling is not liable for damages resulting from any of the following:

- 22 (1) a false alarm from a detector that was reasonably maintained,  
23 (2) the failure of a detector to operate properly if that failure was the result of tampering, removal or destruction of the  
24 detector by a person other than the owner or  
25 (3) the result of a faulty detector that was reasonably maintained by the owner.

26 No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide detector,  
27 except in the course of inspection, maintenance, or replacement of the detector.

28 **When To Use:** An owner of a single or two-family dwelling that is being rented to a residential tenant should provide this form to each  
29 tenant and obtain all tenants' signatures, if the residential building contains a fuel-burning appliance.

30 Wis. Stat. § 101.647

31 **Tenant acknowledges that all Smoke and Carbon Monoxide Detectors in the unit are working properly.**

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent of Owner \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your Residential Rental Agreement and list the various amounts that your Landlord may assess and withhold from your security deposit.

Tenant(s): \_\_\_\_\_

Address of Premises: \_\_\_\_\_  
Street City, State, Zip

These Nonstandard Rental Provisions are incorporated into Tenant’s Residential Rental Agreement. If there is any conflict between the terms and conditions of these Nonstandard Rental Provisions and those contained in the Residential Rental Agreement, the terms and conditions of these Nonstandard Rental Provisions shall be controlling.

The term “Tenant” is defined broadly and includes any persons listed on the Residential Rental Agreement, others in the household, guests, invitees, and anyone under their control. The term “Landlord” is also defined broadly and includes, but is not limited to, the owner of the rental property, the property manager of the rental property, and any employees or agents of the owner or property manager.

**Note: Landlord may strike (x) any provisions that are not applicable and/or add any additional provisions as needed.**

1. \_\_\_\_\_ 1 **LATE FEE:** A late fee of \$ 25.00/day will be charged as set forth in the Residential Rental Agreement on all late rental  
2 payments. These amounts may be deducted from Tenant’s security deposit.
2. \_\_\_\_\_ 3 **RETURNED CHECK AND/OR STOP PAYMENT FEE:** If any payment by Tenant is returned unpaid due to insufficient funds or  
4 for any other reason, Tenant will be responsible for the actual costs incurred by Landlord resulting from the returned payment.  
5 These amounts may be deducted from Tenant’s security deposit.
3. \_\_\_\_\_ 6 **GARBAGE AND/OR TRASH REMOVAL:** If Tenant leaves garbage or trash anywhere on the rental property including, but  
7 not limited to, the hallway, outside of the Premises, or in any common area of the building or grounds not designated for  
8 the deposit of garbage or trash, Tenant will be responsible for the actual costs incurred by Landlord to remove and properly  
9 dispose of any garbage or trash. If Landlord performs the work, Tenant will be responsible for the time Landlord spends  
10 to remove and properly dispose of any garbage or trash at a rate of \$ 125.00 per hour per person plus the cost of any  
11 materials. These amounts may be deducted from Tenant’s security deposit.
4. \_\_\_\_\_ 12 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** If Tenant fails to separate and deposit recyclables in the appropriate  
13 containers as required by law or local ordinance, Tenant will be responsible for the actual costs incurred by Landlord to  
14 separate and deposit recyclables in the appropriate containers including, but not limited to, any fines imposed and collected  
15 by a municipality. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to separate and  
16 deposit recyclables in the appropriate containers at a rate of \$ 125.00 per hour per person plus the cost of any materials.  
17 These amounts may be deducted from Tenant’s security deposit.
5. \_\_\_\_\_ 18 **LAWN MOWING AND/OR SNOW REMOVAL:** If Tenant fails to regularly mow the lawn and/or remove snow from sidewalks  
19 or other designated areas within a reasonable period of time as determined by Landlord or as required by law or municipal  
20 ordinance, Tenant will be responsible for the actual costs incurred by Landlord to mow the lawn and/or remove the snow  
21 including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs the work, Tenant will be  
22 responsible for the time Landlord spends mowing the lawn and/or removing the snow at a rate of \$ 125.00 per hour per  
23 person plus the cost of any materials. These amounts may be deducted from Tenant’s security deposit.
6. \_\_\_\_\_ 24 **PARKING:** If Tenant parks his/her vehicle anywhere other than the designated area or space as set forth in the Residential  
25 Rental Agreement or other rental document, Tenant will be responsible for the actual costs incurred by Landlord to move, ticket,  
26 and/or tow the vehicle including, but not limited to, any fines imposed and collected by a municipality. If Landlord performs  
27 the work, Tenant will be responsible for the time Landlord spends moving, ticketing, and/or towing the vehicle at a rate of  
28 \$ 125.00 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant’s security deposit.
7. \_\_\_\_\_ 29 **FAILURE TO PERMIT ACCESS TO THE PREMISES:** If Tenant fails to permit access to the Premises after Landlord has  
30 complied with all notice requirements set forth in Wis. Stat. § 704.05 and Wis. Admin. Code § ATPC 134.09, Tenant will be  
31 responsible for the actual costs incurred by Landlord because of Tenant’s failure to allow access to the Premises. These  
32 amounts may be deducted from Tenant’s security deposit.
8. \_\_\_\_\_ 33 **RETURN OF KEYS, GARAGE DOOR OPENER, AND/OR SIMILAR ENTRY DEVICES:** If Tenant fails to return all keys that  
34 were provided to Tenant including, but not limited to, mailbox, laundry, and storage keys, as well as any garage door openers  
35 and/or similar entry devices, Tenant will be responsible for the actual costs incurred by Landlord to replace those items. These  
36 amounts may be deducted from Tenant’s security deposit.
9. \_\_\_\_\_ 37 **DAMAGE, WASTE, OR NEGLECT:** If Tenant causes any damage, waste, or neglect to the Premises or the rental property,  
38 that is not the result of Landlord’s negligent acts or omissions, Tenant will be responsible for the actual costs incurred by  
39 Landlord to repair or replace the damage, waste, or neglect. If Landlord performs the work, Tenant will be responsible for the  
40 time Landlord spends to repair or replace the damage, waste, or neglect at a rate of \$ 125.00 per hour per person plus the  
41 cost of any materials. These amounts may be deducted from Tenant’s security deposit.

10. 42 **MODIFICATIONS TO THE PREMISES:** If Tenant makes any modifications to the Premises or rental property without the prior  
43 written permission of Landlord, Tenant will be responsible for the actual costs incurred by Landlord to return the Premises or  
44 rental property to its original condition. If Landlord performs the work, Tenant will be responsible for the time Landlord spends  
45 to return the Premises or rental property to its original condition at a rate of \$ 125.00 per hour per person plus the cost of  
46 materials. These amounts may be deducted from Tenant's security deposit.

11. 47 **REMOVAL OF ABANDONED PROPERTY:** If Tenant fails to remove any personal property from the Premises or rental property,  
48 abandons any personal property, or if any of Tenant's personal property is left in the Premises or rental property after the  
49 execution of a Writ of Restitution, Tenant will be responsible for the actual costs incurred by Landlord to remove and dispose  
50 of Tenant's personal property from the Premises or rental property including, but not limited to, pick-up fees, disposal fees,  
51 and/or dumpster costs. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to remove and  
52 dispose of Tenant's personal property from the Premises or rental property at a rate of \$ 125.00 per hour per person plus the  
53 cost of materials, in addition to the fees and costs referenced above. These amounts may be deducted from Tenant's security  
54 deposit. This provision does not authorize Landlord to withhold any amounts from Tenant's security deposit for Sheriff's fees  
55 and/or moving company's fees incurred as part of the execution of the Writ of Restitution.

12. 56 **RE-RENTAL COSTS:** If Tenant vacates the Premises without giving proper notice or is removed from the Premises for failure  
57 to pay rent or any other breach of the Residential Rental Agreement, Tenant will be responsible for all charges permitted under  
58 Wis. Stat. § 704.29 including, but not limited to, any costs incurred to re-rent the Premises for Tenant and all utilities for which  
59 Tenant is responsible through the end of the rental term, subject to Landlord's duty to mitigate Tenant's damages. These  
60 amounts may be deducted from Tenant's security deposit.

13. 61 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If Tenant remains in possession of the Premises without  
62 the consent of Landlord after expiration of the lease, termination of tenancy by notice given by either Landlord or Tenant, or  
63 after termination by valid agreement of the parties, Tenant will be responsible for the actual costs incurred by Landlord for  
64 the time Tenant improperly remained in possession of the Premises. In absence of proof of greater damages, Landlord shall  
65 recover minimum damages of twice the rental value apportioned on a daily basis for the time Tenant improperly remained in  
66 possession of the Premises. Should Tenant's hold over result in the loss of any portion of rent by Landlord, Tenant shall be  
67 responsible for that lost rent. These amounts may be deducted from Tenant's security deposit.

14. 68 **RENTAL PROMOTION OR CONCESSION:** If Tenant vacates the Premises, is evicted prior to the end of the lease, or if  
69 Tenant's tenancy is terminated for failure to pay rent or any other breach of the Residential Rental Agreement, Tenant will be  
70 responsible for reimbursing Landlord for any rental promotion or concession received. All rental promotion or concession  
71 amounts will be treated as unpaid rent and will immediately become due and payable by Tenant. These amounts may be  
72 deducted from Tenant's security deposit.

15. 73 \_\_\_\_\_  
74 \_\_\_\_\_  
75 \_\_\_\_\_

16. 76 \_\_\_\_\_  
77 \_\_\_\_\_  
78 \_\_\_\_\_

79 Tenant acknowledges that Landlord or Landlord's agent has specifically identified each Nonstandard Rental Provision to Tenant  
80 prior to entering into the Residential Rental Agreement.

81	Date: _____	_____
		<i>Tenant Signature</i>
82	_____	_____
	<i>Owner/Agent of Owner Signature</i>	<i>Tenant Signature</i>
83		_____
		<i>Tenant Signature</i>
84		_____
		<i>Tenant Signature</i>

85 **When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant's security  
86 deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed by tenant  
87 that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was provided by a  
88 government-owned utility, to the extent that the landlord becomes liable for tenant's nonpayment; (e) unpaid monthly municipal permit fees  
89 assessed against the tenant by a local unit of government under Wis. Stat. § 66.0435(3), to the extent that the landlord becomes liable for  
90 the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant prior to entering into a rental agreement with  
91 the tenant. When tenant initials each nonstandard rental provision and tenant signs at the end of document, it will be rebuttably presumed  
92 that the landlord has specifically identified the provision with the tenant and that the tenant has agreed to it.  
93 Wis. Stat. § 704.28(2).



**This addendum becomes part of your rental agreement.**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6/25/2018 Signature Date © 2018 Wisconsin Legal Blank Co., Inc.

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# PET AGREEMENT

## NONSTANDARD RENTAL PROVISIONS

If any of the following terms and conditions are violated the owner shall have the right to immediately cancel this agreement and require the tenant to immediately remove the pet(s) from the premises. Cancellation of this agreement does not waive tenant's responsibility for any damages caused by tenant's pet(s).

This Pet Agreement is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of this Pet Agreement and those contained in the Residential Rental Agreement, the terms and conditions of this Pet Agreement shall be controlling.

Tenant(s): \_\_\_\_\_

Address: \_\_\_\_\_ Apt./Unit No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Tenant agrees to the following terms and conditions:

- A. Only the pets listed below are allowed to be kept on the premises.
- B. Tenant will not allow pet(s) to cause any danger, damage, nuisance, undue noise, or health hazard.
- C. Pet(s) are not allowed to soil the premises, grounds, common areas, sidewalks, parking areas, landscaping, lawns, gardens, and other property of the owner.
- D. Tenant agrees to promptly clean up after pet(s).
- E. Tenant accepts full responsibility and liability for any and all damage, injury or action arising from or caused by tenant's pet(s).
- F. Tenant agrees not to leave food or water for pet(s) outside the premises, in common areas or the grounds.
- G. Tenant agrees to remove the pet(s) offspring within eight (8) weeks of birth.
- H. Tenant agrees to register, license and immunize pet(s) in accordance with all local laws and regulations.
- I. Tenant warrants that pet(s) is/are housebroken and has no history of causing physical harm or injury to persons, animals, or property.
- J. Tenant certifies and warrants the pet has no history of biting, no vicious tendencies, and has never exhibited any aggressive behavior to humans or other pets.

### K. Tenant agrees to the following rules as applying to specific pets:

- Dogs:** Must be controlled at all times. Must be kept on a short leash while on grounds and in common areas. Barking which becomes a nuisance to other tenants will not be tolerated.
- Cats:** Must be controlled at all times. Must not be allowed to roam freely on the grounds or in common areas. Proper disposal of all cat litter shall be done on a frequent basis. Odors arising from cat litter will not be allowed.
- Birds & Reptiles:** Must be properly caged at all times. Any waste or other materials must be cleaned on a frequent basis to prevent accumulation, damage and odors.

L. Other Terms: \_\_\_\_\_

M. Allowed Pets:	Kind	Type/Breed	Color	Name	Age	Weight
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____

N. **Pet Rent & Deposit:** Tenant Agrees to pay the following pet deposit: \$ \_\_\_\_\_

Tenant agrees to pay the following pet rent/fee: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

O. Tenant's financial obligations for pet(s) is not limited to any pet fee or deposit.

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent of Owner \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# RULES AND REGULATIONS

Tenant(s): \_\_\_\_\_

\_\_\_\_\_

Address of Premises: \_\_\_\_\_

Street

City, State, Zip

These Rules and Regulations are incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and conditions of the Rules and Regulations and those contained in the Residential Rental Agreement, the terms and conditions of the Rules and Regulations shall be controlling.

## GENERAL

- 1 These Rules and Regulations are necessary to ensure the proper use and care of the rental property as well as the protection and safety of the Landlord, Landlord's employees, other Tenants, and neighbors.
- 2 Tenant will be responsible for the conduct of any and all family members, guests, invitees, and/or others under Tenant's control.
- 3 The term "Tenant" is defined broadly and includes, all persons named in the rental agreement, their family members, guests, invitees, and/or others under their control.
- 4 Tenant shall not engage in criminal activity or any other activity that disturbs others or damages the property. Nothing in the prior sentence authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.
- 5 Landlord has the right to make other reasonable rules and regulations as may be necessary for the safety of others and the property.
- 6 A violation of these Rules and Regulations constitutes a material breach of Tenant's rental agreement and may result in termination of tenancy as allowed by law.
- 7 These Rules and Regulations will be enforced strictly and without exception.
- 8 Nothing in these Rules and Regulations authorizes the Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4) of that crime. Further, nothing in these Rules and Regulations authorizes Landlord to do anything that would be a violation of Wis. Stat. § 704.44 or ATCP 134.08.

## USE OF PROPERTY

- 9 The term "property" is defined broadly and includes, but is not limited to, the home or apartment building, individual rental units, common areas, grounds upon which the home or apartment building is located, and any other associated physical structures.
- 10 The property is to be used as a personal residence only and is for the individuals listed on the rental agreement only.
- 11 The property shall not be used to operate any form of business for any reason, including but not limited to, a child-care facility.
- 12 The property shall not be used for any illegal activity whatsoever or for any activity that in the opinion of Landlord will damage the property.
- 13 Nothing in the prior sentence authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime. Tenant shall not do anything on the property that may increase the risk of fire or compromise safety, increase Landlord's insurance premiums, or which would be a violation of state or local laws or regulations.
- 14 Tenant shall not keep any hazardous items on or inside of property including, but not limited to, paint, lacquer, turpentine, paint thinner, acetone, gasoline, motor oil, pesticides, herbicides, kerosene, propane, lighter fluid or any other hazardous, flammable or combustible items.
- 15 Tenant shall not possess or use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.
- 16 Tenant is prohibited from using any portion of the basement or attic as a living quarters including, but not limited to, for sleeping.
- 17 No rummage sales, or sales of any kind, may be held on the property without the prior written consent of Landlord.
- 18 No car washes, for profit or otherwise, may be held on the property without the prior written consent of Landlord.
- 19 Tenant agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which it was intended.
- 20 Tenant agrees not to destroy, deface, damage, or remove any part of the property.

## APPEARANCE & UPKEEP OF PROPERTY

- 21 Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the rental unit or on the property without the prior written consent of Landlord.
- 22 Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets, or sheets are not allowed.
- 23 Tenant agrees to keep the rental unit in a clean, safe, and sanitary condition and not litter the property.
- 24 Tenant is responsible for replacing any light bulbs within the rental unit. Tenant shall only use the proper wattage of bulb as specified on the light fixture.
- 25 Tenant is responsible for replacing any batteries for smoke alarm and carbon monoxide detectors located within the rental unit.
- 26 Tenant agrees to regularly and properly dispose of garbage and recyclable materials and to place such items in the proper receptacles provided for that purpose.
- 27 Neither garbage nor recyclable materials shall be kept on the porch, common areas, or grounds. Tenant agrees to comply with any and all laws, ordinances, and/or regulations regarding the collection, sorting, separation, and recycling of materials.

Form 994L Rules and Regulations

- 28 If Tenant wishes to dispose of any large items, it is the responsibility of Tenant to make special arrangements in accordance with local ordinances and laws, to dispose of such items. Any charges incurred by Landlord as a result of Tenant's failure to comply with the above will be the responsibility of Tenant.
- 29 Tenant agrees to keep all personal property within the rental unit or other assigned areas. Personal property shall not be kept in common areas or on the grounds and will be immediately removed and disposed of by Landlord. Any costs incurred by Landlord to remove Tenant's property will be Tenant's responsibility.
- 30 Tenant shall cooperate with Landlord to keep common areas and grounds in a safe and clean condition.
- 31 Tenant agrees to promptly notify Landlord of any maintenance or repair issues.

**MODIFICATIONS TO PROPERTY**

- 32 Tenant is prohibited from making any alterations, additions, or improvements to the inside or outside of the property, including but not limited to, painting, varnishing, wallpapering, or installing any fixtures, without the prior written consent of Landlord.
- 33 Should Tenant make any alterations, additions or improvements in violation of the above, Landlord may immediately remove it and Tenant will be responsible for all costs incurred by Landlord to return the property to its original condition.
- 34 Tenant is not authorized to instruct any contractors hired by Landlord to provide any additional services not previously authorized by Landlord.

**DAMAGE, WASTE, OR NEGLECT**

- 35 If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by Tenant, Tenant will be responsible for the repair costs incurred by Landlord, unless Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of a crime in any way related to the repair costs.
- 36 Tenant must reimburse Landlord within ten (10) days of demand for any damage, waste, or neglect to the property and/or any other amounts owed due to Tenant's failure to follow these Rules and Regulations.

**CHANGING LOCKS**

- 37 Tenant will not install additional or different locks or gates on any doors or windows in the property without the prior written consent of Landlord.
- 38 If Landlord approves Tenant's request to install or change locks, Tenant agrees to provide Landlord with a new key within twenty four (24) hours. Tenant will be responsible for any repair costs incurred by Landlord to gain entry to property if Tenant does not provide Landlord with a new key within twenty four (24) hours.
- 39 Tenant shall not give any keys to the property to any person other than those listed on the rental agreement without the prior written consent of Landlord.

**PLUMBING**

- 40 Tenant will be responsible for the cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities by Tenant.
- 41 Tenant will not dispose of any cloth, metal, glass, wool, plastic, condoms, feminine hygiene products, or similar items in the toilet, sink, or garbage disposal.
- 42 Tenant will immediately report to Landlord in writing if any pipes or faucets are leaking or if any toilet continues to run. If Tenant fails to notify Landlord, then Tenant will be responsible for any increased water bill.
- 43 Tenant will not leave water running except during actual use.
- 44 Tenant will only do laundry in designated areas and during the posted hours unless otherwise approved by Landlord.

**SMOKING**

- 45 No smoking is allowed on the property at any time unless otherwise indicated in writing by Landlord.
- 46 Any damage to the property as a result of Tenant's smoking will be Tenant's responsibility.

**WATERBEDS**

- 47 No furniture filled with liquid, including but not limited to waterbeds, is allowed on the property without the prior written approval of Landlord.

**LOITERING**

- 48 Tenant will not loiter, congregate, or play in common areas of the building, including but not limited to, the hallway, stairway, basement, garage, storage area, and driveway.

**NOISES & ODORS**

- 49 Tenant will not make or permit noises, odors, or other acts that will disturb the right or comfort of other Tenants and/or neighbors. Tenant agrees to keep the volume of any radio, stereo, television, computer, musical instrument, or any other device at a level that will not disturb other Tenants and/or neighbors. Nothing in the prior sentences authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

**GUESTS**

- 50 Tenant is responsible for the conduct of any and all guests.
- 51 No guest may reside in the property for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3) consecutive days within any one (1) month period.
- 52 Nothing in this section authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

**PETS**

- 53 Pets are not permitted on the property at any time without the prior written consent of Landlord.

**GRILLING**

- 54 No grilling is allowed within ten (10) feet of the property.
- 55 No grilling is allowed on any balcony or porch. Only covered grills are allowed to be used - no fire pits or bonfires allowed.
- 56 Any grilling materials must be removed from common areas and/or grounds after use. Indoor storage of gas grills, gas tanks, charcoal, or lighter fluid is prohibited.

Initial Tenant 1 \_\_\_\_\_ Initial Tenant 2 \_\_\_\_\_ Initial Tenant 3 \_\_\_\_\_ Initial Tenant 4 \_\_\_\_\_

SUBLETTING / ASSIGNMENT

57 Tenant shall not assign or sublet the property, or any part of the property, without the prior written consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, HomeAway, or VRBO.

VEHICLES

- 58 Only vehicles authorized by Landlord may be parked on property.
- 59 Tenant must register the license plate number, model, and make of Tenant's vehicles.
- 60 Vehicles of Tenant's guests must be parked in designated spaces, if any, otherwise they must be parked on the street.
- 61 Tenant's guests or invitees may not park their vehicles in other Tenant's parking spaces.
- 62 Tenant shall not park any unregistered, unlicensed, or inoperable vehicles on the property. Any unauthorized, unregistered, or inoperable vehicles on the property may be ticketed and/or towed.
- 63 Tenant shall not park any commercial or recreational vehicles on the property without the prior written consent of Landlord.
- 64 At no time is Tenant allowed to repair vehicles on the property, including but not limited to, changing flat tires and/or changing oil.
- 65 Tenant shall not drive any vehicle on the grass or sidewalk at any time.
- 66 Vehicles must be maintained in reasonably good repair and shall not drip fluids or cause damage to Landlord's property. If Tenant's vehicle causes damage to the property, any costs to repair will be Tenant's responsibility.
- 67 Tenant shall not wash any vehicles on the property without the prior written consent of Landlord.

INSURANCE

68 It is Tenant's responsibility to obtain insurance coverage for their personal property stored on the property. Landlord shall not be responsible for any loss or damage to Tenant's property unless the loss or damage was the result of Landlord's negligent acts or omissions.

NON-WAIVER

69 Any failure to act by Landlord with regard to any specific violation or breach of these Rules and Regulations by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant.

ADDITIONAL RULES AND REGULATIONS:

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A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT.

Tenant _____	Signature	Date	Tenant _____	Signature	Date
Tenant _____	Signature	Date	Tenant _____	Signature	Date
Owner/Agent of Owner _____	Signature	Date			