

Feldman Real Estate, Inc.  
P.O. Box 170827  
Milwaukee, Wisconsin 53217  
Tel: 414.351.2296  
Fax: 414.351.1305

## RESIDENTIAL LEASE



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

**PARTIES** **TENANT(S)** John Doe and Jane Doe

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**LANDLORD** Name: Your Property Name  
Address: 7020 W. Southridge Drive Greenfield WI 53220  
Landlord's Agent for maintenance, management, service of process and collection of rent - (Note in "Special Conditions" if more than one agent)  
Name: Feldman Real Estate, Inc.  
Address: P.O. Box 170827 Milwaukee, WI 53217

**PREMISES** **PREMISES** Street Address: Your Property Address  
City/State/Zip: Milwaukee, WI 53202

**TERM** Apartment/Unit/No.: 101 **RENTAL TERM:** 12 Months  
First Day of Term: 02/01/2018 Last Day of Term: 01/31/2019  
The renewal of this lease is automatic and tenancy beyond the term hereof shall be on a month to month basis under the terms and conditions of this lease with the proper notice to vacate. Tenant and Landlord agree that a proper notice to vacate is a written two (2) full calendar months notice properly served by Tenant and received by Landlord on the First day of the month two months prior to the lease expiring.  
Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

**UTILITIES**

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Air Conditioning	Hot Water	Trash / Recycling
Included in Rent		X	X	X			
Separately Metered	X				X		
Cost Allocation *						X	X

\* See Special Conditions.

**RENT** Rent Amount \$ 1.00 per month due on or before the 5th day of each month, Rent checks shall be made payable to Landlord and mailed or delivered to Landlord's Agent.  
**ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.**

**SECURITY DEPOSIT** Upon execution of this Agreement, Tenant agrees to pay a security deposit in the amount of \$ 1.00 to be held by owner of building Your Property Name. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Tenant is responsible for giving Landlord his/her new address. Surrender shall occur on the last day of the term provided in this Rental Agreement, subject to the exceptions described in Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

**CHECK-IN REPORT** Tenant acknowledges receipt of Landlord's check-in report which tenant agrees to complete and return to Landlord by the 8th day of the tenancy. Tenant may request, in writing, a list of physical damages and defects charged to the previous tenant's security deposit no later than the 8th day of the tenancy. \* Rent prorated as of move-in date

**SPECIAL CONDITIONS** Special Conditions: If rent is received or postmarked after the fifth of the month Tenant shall pay a late fee of \$25.00. If your check is returned from the bank for any reason Tenant shall pay a fee of \$25.00. It is the responsibility of tenant(s) to provide insurance coverage for his/her personal property.

**LANDLORD'S RIGHT TO ENTER** Landlord may enter the Premises occupied by the Tenant, at reasonable times with at least 12 hours advance notice, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

**ABANDONMENT** If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in rerenting the premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to rerent the Premises. If Tenant leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law or per any written property lien agreement.

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

**LEAD-BASED PAINT PROVISIONS** (Applicable only if the Premises is a "target property" constructed before 1978.) Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the *Protect Your Family From Lead In Your Home Pamphlet* (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify the Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

**TENANT RULES  
& OBLIGATIONS  
USE**

During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
2. To NOT make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part.
3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.
4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the premises.
7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
  - a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.
  - b. Alter or redecorate the Premises.
  - c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
  - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
10. To NOT permit any guest or invitee to reside in the Premises without prior written consent of Landlord.
11. To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.
12. To NOT assign this Agreement nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Agreement.
13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.

**PETS  
GOVT. REG.**

**MAINTENANCE**

**IMPROVEMENTS**

**GUESTS  
NEGLIGENCE**

**VACATION OF  
PREMISES**

**RULES**

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.

**DAMAGE BY  
CASUALTY**

If the Premises are damaged by fire or other casualty to a degree that renders them untenantable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

**CODE  
VIOLATIONS  
CONDITIONS  
AFFECTING  
HABITABILITY**

The Premises and the building of which they are a part are **NOT** currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this Agreement. The Premises do **NOT** contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

**SMOKE  
DETECTOR  
NOTICE**

**Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.**

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

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	✓Check	Attachment	✓Check
Guarantee/Renewal/Assignment/Sublease		Code Violations	
Rules and Regulations	X	Real Estate Agency Disclosure	
Lead-Based Paint Disclosure & Pamphlet	X	Other: Lease Addendum	X
Nonstandard Rental Provisions	X	Other: pet agreement	

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on \_\_\_\_\_.

LANDLORD: \_\_\_\_\_  
Your Property Name

TENANTS: \_\_\_\_\_  
John Doe

TENANTS: \_\_\_\_\_  
Jane Doe

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## RENT CONCESSION ADDENDUM

This Addendum is being attached to and incorporated by reference in the Lease Agreement entered into between the undersigned Lessor and the undersigned Lessee for the purpose of modifying certain terms and conditions of said Lease to the extent inconsistent therewith.

Subject to the conditions hereinafter set forth, it is expressly understood and agreed between the parties hereto that Lessee has received a rental concession ("free rent") in the amount of **\$400**, which amount shall be credited to Lessee in the following manner:

Lessee shall receive a rent credit in the amount of **\$200**  
for the following month(s):

<b>February</b> Month	<b>2018</b> Year	<b>\$200</b> Amount
<b>May</b> Month	<b>2014</b> Year	<b>\$200</b> Amount

It is expressly understood and agreed between the parties hereto that the concession referred to herein is being given in consideration for Lessee signing the Lease that is attached hereto and fulfilling all of the terms and conditions of said Lease including, and not by way of limitation, and fulfilling all of the terms and conditions listed below.

IN THE EVENT THAT LESSEE BREACHES ANY OF THE TERMS OF THIS RENT CONCESSION ADDENDUM OR THE LEASE THAT IS ATTACHED HERETO, LESSEE AGREES TO REIMBURSE LESSOR FOR THE TOTAL AMOUNT THAT LESSEE'S RENT WAS REDUCED EACH MONTH PRIOR TO VACATING OR FOR MONTHS WHERE LESSEE PAID NO RENT AS A RESULT OF APPLYING THEIR RENT CONCESSION TO A SPECIFIC MONTH. LESSOR SHALL ALSO BE ALLOWED TO DEDUCT ANY RENT CONCESSION CHARGED BACK TO LESSEE OUT OF LESSEE'S SECURITY DEPOSIT.

_____ Lessee John Doe	101 _____ Apt #	_____ Date
_____ Lessee Jane Doe	101 _____ Apt #	_____ Date
_____ Lessee	101 _____ Apt #	_____ Date
_____ Agent for Lessor		_____ Date



## LEASE ADDENDUM

### TERM

Lessee must furnish to Lessor at least 60 days prior WRITTEN notice to vacate the premises. Notice can only be given for the end of a rental period - the end of the month.

### INCLUDED APPLIANCES

☐ Refrigerator ☐ Stove ☐ Dishwasher ☐ Air Conditioner ☐  
☐ Washer ☐ Dryer

### SECURITY DEPOSIT

Said premises shall be left by Lessee in a clean and undamaged condition. The cost or estimate of repairing any damage to said premises which is not listed in the Apartment Inspection Report shall be deducted from the security deposit, as will the cost of restoring the premises to a clean and rentable condition, normal wear and tear excepted. Subject to the provisions of Wisconsin law, all other charges not paid currently shall also be deducted from the security deposit.

LESSEE IS NOT ALLOWED TO SUBSTITUTE OR APPLY THE SECURITY DEPOSIT FOR RENT OR OTHER CHARGES OWING.

### OBLIGATIONS OF LESEE

**Property damage or loss.** Lessor recommends that Lessee, at Lessee's sole expense, obtain insurance for Lessee's personal property. Lessee expressly agrees that Lessor shall not be liable to Lessee or others, including Lessee's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause or acts of Lessee or Lessee's guests, occupants and invitees.

**Personal injury.** Lessor recommends that Lessee, at Lessee's sole expense, obtain insurance covering the leased premises. Lessee expressly agrees that Lessor shall not be liable to Lessee or others, including Lessee's guests, occupants and invitees, for any injuries or loss resulting from causes or acts of Lessee or Lessee's guests, occupants and invitees.

**Garbage disposal.** All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. Lessee shall comply with any recycling rules, regulations and ordinances imposed.

**Parking restrictions.** Where parking is allowed, Lessee shall at all times park vehicles only in a proper manner upon the terms and conditions of the Parking Rules and Regulations attached hereto and shall not obstruct or interfere with the ingress or egress or others. Parking spaces are to be used by Lessee's vehicles only and are limited to use by private vehicles. No commercial or recreational vehicles shall be parked without written consent of Lessor.

**Assignment and subletting.** Lessee may not assign this lease nor sublet all or any part of the premises or parking areas without Lessor's prior written consent.

**Lessee's interference or tampering with building apparatus/controls prohibited.**

Lessee shall not meddle with or interfere in any way with any part of the heating, lighting, plumbing, electrical, smoke and fire detection or other life safety devices, refrigerating or laundry apparatus or controls in or about the leased premises or the building containing said equipment. No radio or television wires, aerial or connection shall be installed, placed



on, or attached to the leased premises without the prior written consent of the Lessor. The Lessor is authorized to remove, at the expense of the Lessee, any such apparatus erected without such written consent.

## **MISCELLANEOUS PROVISIONS**

**Successors.** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, personal representatives, successors, beneficiaries and assigns.

**General.** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Lessor and Lessee. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this Lease. Each Lessee warrants that he or she is of legal age to enter into this Lease. Time is of the essence with respect to the performance of all obligations of Lessee stated herein.

### **Notice Of Domestic Abuse Protections**

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

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

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

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

### **Notice that landlord will not store property.**

The landlord will not store any items of personal property that the tenant leaves behind when the tenant removes from, or if the tenant is evicted from, the premises.

## **DEFAULT**

Should Lessee under a lease for a term of one year or less, more than one year, or a year-to-year tenant, fail to pay any installment of rent or other charges when due, Lessor may give Lessee written notice of such default, served upon Lessee pursuant to methods of service allowed for by law, requiring Lessee to pay the rent or other charges due or vacate the premises on or before a date at least five (5) days after the service of such notice and, if Lessee fails to comply with such notice, Lessor may declare this tenancy terminated and institute action to expel Lessee from said premises without limiting the liability of Lessee for rent or other charges due or to become due under this Lease. If Lessee has been given such a notice and has remedied said default or been permitted to remain in the premises and, within one year of such previous default, Lessee fails to pay any subsequent installment of rent or other charges when due, this tenancy may be terminated if, while Lessee is in default in payment of rent or other charges, Lessor serves Lessee with written



notice to vacate the premises on or before a date of at least fourteen (14) days after service of this notice, without limiting the liability of the Lessee for the rent or other charges due or to become due under this Lease.

Should Lessee under a lease for a term of one year or less, more than one year, or a year-to-year tenant, neglect or fail to perform and observe any of the terms and conditions of this Lease, other than for payment of rent or other charges, Lessor may give Lessee written notice of such breach, served upon Lessee pursuant to methods of service allowed for by law, requiring Lessee to remedy the breach or vacate the premises on or before a date at least five (5) days after the service of such notice and, if Lessee fails to comply with such notice, Lessor may declare this tenancy terminated and institute action to expel Lessee from said premises without limiting the liability of Lessee for rent or other charges due or to become due under this Lease. If Lessee has been given such a notice and has remedied the breach or been permitted to remain in the premises and, within one year of such previous breach, Lessee commits the same or any other breach of the terms and conditions of this Lease, other than for payment of rent, this tenancy may be terminated if, before the breach has been remedied, Lessor serves Lessee with written notice to vacate the premises on or before a date at least fourteen (14) days after service of the notice, without limiting the liability of the Lessee for the rent or other charges due or to become due under this Lease.

Should a Lessee on a month-to-month tenancy neglect or fail to pay any installment of rent or other charges when due, Lessor may, before the breach has been remedied, utilize either the five (5) day or fourteen (14) day notice procedure described herein to terminate the tenancy of Lessee, and any such termination of tenancy shall not limit the liability of Lessee for the rent or other charges due or to become due under this Lease. Should a month-to-month tenant neglect or fail to perform and observe any of the terms and conditions of this Lease, other than for payment of rent or other charges, Lessor may terminate Lessee's tenancy by giving the Lessee notice requiring Lessee to vacate the premises on or before a date at least fourteen (14) days after service of the notice, without limiting the liability of the Lessee for the rent or other charges due or to become due under this Lease.

No receipt of money by Lessor from Lessee after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises, shall reinstate, continue or extend the term of this Lease or affect or constitute a waiver of Lessor's rights pursuant to any such notice, demand or suit. The Lessee agrees to pay the cost of advertising and all other expenses incident to re-renting the apartment if vacated prior to Lease expiration or not in compliance with Lease terms, and shall be liable for any deficiency.

All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises. The failure or forbearance on the part of Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date. Any action taken by Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of Lessee's interest under this Lease, or to repossess itself of the Leased Premises, shall not, in any event, release or relieve Lessee from its continuing obligations hereunder, including, and not by way of limitation, Lessee's continuing obligation to make all payments herein provided.

**THE UNDERSIGNED HAVE READ THE FOREGOING LEASE AND AGREE TO ABIDE BY  
ITS TERMS AND CONDITIONS:**

_____ LESSEE    John Doe	_____ 101 Apt #	_____ DATE
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_____ LESSEE    Jane Doe	_____ 101 Apt #	_____ DATE
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_____ LESSEE	_____ 101 Apt #	_____ DATE
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_____ AGENT FOR LESSOR	_____ DATE
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**Feldman Real Estate**  
PROPERTY MANAGEMENT

**Move Out Check List – Charge Amount**

Tenant(s) will be responsible for the following minimum charges for cleaning and repairs. Charges will be incurred if you fail to clean or repair unit prior to vacating.

**DEADBOLT / MAILBOX KEY**

Non return deadbolt key(s)	\$50
Non return building entrance key(s)	\$25
Non return mailbox key	\$25
Non return garage door key	\$25
Non return garage door controller	\$60

**PAINT / DRYWALL**

Walls and Ceiling should be original paint color and free of any drywall damage	
Painting of the whole apartment	\$450
Paint walls and ceiling kitchen	\$150
Paint walls and ceiling bathroom	\$150
Drywall repair	\$40 / hour
Paint used in above items will be charged at	\$17 / gallon

**FLOORING**

Sweep/Clean hardwood floors	\$25 / hour
Vacuum/Shampoo carpet: \$.20 per sq. ft	\$50 minimum service call

**APPLIANCES / KITCHEN**

Refrigerator cleaned	\$25 / hour
Stove cleaned	\$25 / hour
Dishwasher cleaned	\$25 / hour
Microwave cleaned	\$25 / hour
Cabinets / Countertops cleaned	\$25 / hour
Kitchen floor cleaned	\$25 / hour

**BATHROOM**

Bathtub shower walls cleaned	\$25 / hour
Toilet cleaned	\$25 / hour
Basin/Counter, faucet, vanity cleaned	\$25 / hour
Medicine cabinet cleaned	\$25 / hour
Bathroom floor cleaned	\$25 / hour

**GENERAL UNIT CONDITION**

Cabinets / Countertops damaged	\$45 / hour plus cost of materials
Blinds damaged	\$45 / hour plus cost of materials
Window screens damaged	\$45 / hour plus cost of materials
Window glass damaged	\$45 / hour plus cost of materials
Storage locker cleaned out	\$45 / hour plus cost of materials

Please contact your building manager or call our office @ 414-351-2296 ext. 4 to set up a move out inspection. Thank you for your residency with Feldman Real Estate, Inc. We hope to be able to serve you again in the future.

\*Prices subject to change\*





**Feldman Real Estate**

PROPERTY MANAGEMENT

## **RULES AND REGULATIONS**

1. FOR THE COMFORT, CONVENIENCE AND BENEFIT OF ALL TENANTS AND TO INSURE PROPER USE AND CARE OF THE PREMISES, LESSEE SHALL COMPLY WITH ALL THESE RULES AND REGULATIONS AND SHALL NOT BE PERMITTED TO:
  - A. Keep cats, dogs, fowl or other animals or birds on the premises without the Lessor's prior written consent.
  - B. Allow any sign, placard, advertisement or notice to be displayed either inside or outside the building without the Lessor's prior written consent.
  - C. Allow any item to be thrown or dropped from windows or balconies, or to throw or sweep dirt out of the building, beat or shake rugs upon or from any window, balcony, door or any other opening.
  - D. Cover or obstruct any window, door or transom with any items not approved in writing by Lessor.
  - E. Drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises, or allow same to be done without prior written consent of Lessor, and in any case Lessee agrees to be responsible for any damage done and will pay for same. **GUMMED HANGERS ARE NOT TO BE USED.**
  - F. Do laundry work except in rooms provided for that purpose under conditions designated by Lessor.
  - G. Allow water to run except when in actual use.
  - H. Use balconies or patios for any purpose whatsoever other than a place to stand or sit, or store thereon objects or equipment other than normal balcony furniture. They may not, as an illustration, be used to hang clothing, rugs, wash or items on, or as a storage depository of any kind, including but not limited to bicycles, strollers, wagons, toys, etc. No item or object may under any conditions be thrown or dropped off the balcony or porch. No covering shall be installed on balcony floors.
  - I. Permit the premises to be used for the operation of any business.
  - J. Loiter in any common areas of the property.
  - K. Use a grill of any kind.
2. LESSEE, LESSEE'S OCCUPANTS, GUESTS AND INVITEES SHALL NOT BECOME INTOXICATED, DISORDERLY, HARASS OR SOLICIT RESIDENTS, THEIR GUESTS, OR OTHERS, CREATE OR CAUSE ANY ODORS OR CREATE OR PERMIT ANY UNNECESSARY, UNREASONABLE OR IMPROPER NOISE OR DISTURBANCE IN OR ABOUT THE PREMISES OR THE BUILDING OF WHICH THE PREMISES ARE A PART, INCLUDING, AND NOT BY WAY OF LIMITATION, THE OPERATION OF A RADIO OR TELEVISION SET OR PLAYING OF A MUSICAL INSTRUMENT OR SINGING IN A MANNER OR AT TIMES WHICH MIGHT BE OBJECTIONABLE TO OTHER TENANTS.
3. Lessee shall be responsible for removal of any snow accumulation from balcony.
4. ALL KEYS AND PASS CARDS ARE FOR LESSEE'S SOLE USE. LESSEE MAY NOT DUPLICATE ANY KEYS. ALL ADDITIONAL KEYS MUST BE OBTAINED FROM LESSOR. In the event the Lessee fails to return ALL keys and pass/key cards obtained from Lessor within 24 hours after surrendering the premises, ALL costs of rekeying or replacing said locks shall be paid by Lessee upon billing and may also be deducted from Lessee's security deposit.
5. The streets, sidewalks and entrances shall not be obstructed in any way or used by Lessee for any purpose other than for ingress or egress.
6. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles shall be taken in or removed through the doors of the building, and all damage to the building caused by the moving or carrying of articles shall be paid by the Lessee. Riding of bicycles, tricycles, etc. inside the building is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or in basements other than in Lessee's locker.
7. All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash containers in designated areas only. In the event it becomes necessary, Lessee shall comply with any recycling rules, regulations and ordinances imposed.
8. Lessee shall keep the glass and/or screens in the windows and doors in good repair and shall pay for the cost to replace any broken glass or screens with equal quality and size as any that may be broken; Lessee will pay for the cost to replace all electric bulbs, shades, or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, or other parts of premises.
9. In the event Lessee fails to pay any utility charges when due, then Lessor, at Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee including utilities to last day of lease term or extension thereof. Lessee shall furnish and pay for all charges for telephone.
10. Lessee will at all times keep the windows neat and clean.

11. Availability and use of recreational facilities, landscaped areas, drives, walks, or other common areas, lockers, storeroom, wash machine, dryer or storage space in the building used by the Lessee is furnished gratuitously and is not a part of the leased premises. The Lessor shall not be responsible for any loss or damage to any property, or to any person making use of the same. Lessee, in making use of such spaces, does so at their own risk. Lessee shall be entitled to use one storage locker, subject to availability, at no extra charge.
12. Lessee expressly agrees that Lessor shall not be liable to Lessee or others, including Lessee's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause whatsoever, other than the negligent acts of Lessor. **It is the responsibility of the Lessee to provide insurance for their personal property.**
13. Lessee shall not meddle with or interfere in any way with any part of the heating, air conditioning, lighting, plumbing, electrical, smoke and fire detection or other life safety devices, refrigerating or laundry apparatus or controls in or about the leased premises or the building containing said equipment, nor shall Lessee install any said apparatus without Lessor's prior written consent.
14. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the demised premises without the prior written consent of the Lessor. The Lessor is authorized to remove, at the expense of the Lessee, any such apparatus erected without such written consent.
15. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by Lessee.
16. Lessee shall protect all uncarpeted floors and hallways with rugs or loose laid carpeting to protect finish and absorb walking sounds. The Lessee shall protect all wood floors in the apartment [except kitchen, bath(s) and closet(s)] with rugs or loose laid carpeting to cover not less than seventy-five percent of the floor surface from the center of the room or hallway to the abutting walls so that all walk areas are covered. All heavy furniture is to have casters to protect flooring. Placement of rugs or door mats in the common hallway outside the apartment is not allowed.
17. Lessor may, at any reasonable time authorized by law, enter said premises for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law.
18. Lessor shall not be responsible to Lessee for any non-observance of rules and regulations on the part of other tenants.
19. Lessor reserves the right to amend any Rules and Regulations at any time upon 28 days written notice to Lessee. Any violation of any Rules and Regulations shall be deemed to be a breach of this Lease.
20. No waterbeds or other water furniture are permitted without the Lessor's prior written consent.
21. Painting shall be done only when necessary, by Lessor only, but in no event more frequently than every three years, except for damage not caused by the Lessee, Lessee's occupants, guests or invitees. If it shall become necessary to paint the premises, or any part thereof, sooner than three years from the date of the previous painting, because of misuse by the Lessee, Lessee's occupants, guests or invitees, the cost of such painting shall be charged to the Lessee, such cost to be prorated on a three-year basis.
22. **THE LESSEE AGREES TO NOTIFY THE LESSOR IMMEDIATELY IN WRITING IF ANY SMOKE DETECTOR IS NOT OPERATING PROPERLY. LESSEE UNDERSTANDS THAT TAMPERING WITH ANY SMOKE DETECTOR IN ANY MANNER IS ILLEGAL AND SHALL CONSTITUTE A BREACH OF THIS LEASE AND LESSEE IS SUBJECT TO MAXIMUM PENALTY PERMISSIBLE BY LAW.**

I have read the foregoing Rules and Regulations and agree to abide by them as part of the Lease.

Lessee	John Doe	101 Apt #	Date
Lessee	Jane Doe	101 Apt #	Date
Lessee		101 Apt #	Date
Agent for Lessor			Date



### **PARKING RULES AND REGULATIONS**

Lessor agrees to provide Lessee parking privileges subject to Lessee's strict adherence to the Parking Rules and Regulations which may from time to time be amended with 28 days prior written notice:

1. The parking areas are for Lessee's sole use and not for Lessee's guests and/or visitors.
2. Vehicles shall be parked forward into the parking space unless Lessor has granted permission to the contrary.
3. Vehicle parking shall be in the assigned spaces only and shall not be permitted in restricted or prohibited areas.
4. No washing of any vehicle is permitted in the parking areas.
5. No vehicle maintenance shall be performed in the parking areas including, but not limited to, changing oil or other fluids.
6. All vehicles parked on the parking lot must be in GOOD RUNNING CONDITION and shall not have flat tires or be an eyesore which shall be determined at the sole discretion of Lessor. They must also be maintained so as not to leak gas, oil, power steering fluid, coolant, brake fluid, gear oil, etc.
7. Vehicles must be registered with the Management office as being assigned to the Lessee, including any temporary changes, i.e. rentals, etc.
8. Lessee is not permitted to park any other vehicle such as motorcycles, or place any other items in their parking space(s), without Lessor's prior written consent.
9. If, during snowfalls requiring snow removal by plowing service or during times of maintenance or repairs, Lessee fails to move Lessee's vehicle so that plowing, maintenance or repairs can take place in an unimpeded fashion, Lessor shall be allowed to have Lessee's vehicle moved/towed at Lessee's expense to allow for said plowing, maintenance or repairs to take place.
10. All vehicles must have current registration in accordance with state requirements.
11. Management reserves the right to reassign parking spaces as it deems necessary.
12. Your Property assumes no responsibility for the damage to or theft of your vehicle or the contents of the vehicle.

Lessee acknowledges that vehicles parked in violation of the above Rules and Regulations may be towed away as a matter of course and further parking privileges may be revoked at the sole discretion of Lessor. **Any violation of any of the foregoing Rules and Regulations shall also constitute a breach of the Lease.**

Apt # 101 Tenants(s) John Doe and Jane Doe

Space # (if applicable) \_\_\_\_\_

Phone # \_\_\_\_\_ License Plate Number \_\_\_\_\_

\_\_\_\_\_  
Tenant's signatures

\_\_\_\_\_  
Date

## WISCONSIN REALTORS ASSOCIATION SMOKE DETECTOR NOTICE

The undersigned Landlord and Tenant hereby acknowledge that state law requires the owner (Landlord) of a dwelling to install a functional smoke detector in the basement of the dwelling and on each floor level of each dwelling unit, except the attic or storage area of a dwelling unit. State law further requires the occupant (Tenant) to maintain any smoke detector in the unit unless the occupant (Tenant) or government building inspector gives written notice to the owner (Landlord) that the smoke detector is not functional. Owner (Landlord) shall within 5 days after receipt of that notice provide any maintenance necessary to make that smoke detector functional. Upon discovery that a smoke detector in the unit requires maintenance, occupant (Tenant) agrees to immediately either provide any maintenance necessary to make that smoke detector functional or provide owner (Landlord) written notification of the required maintenance.

\_\_\_\_\_  
Tenant's Signature      John Doe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature      Jane Doe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Agent's Signature      Your Property Name

\_\_\_\_\_  
Date

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

**ADDENDUM L TO LEASE - LEAD BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

1 Addendum made part of the Lease or Rental Agreement dated 02/01/2018 for the Tenant (referred to in  
2 the singular whether one or more, also referred to as lessee), John Doe and Jane Doe,  
3 \_\_\_\_\_,  
4 \_\_\_\_\_ with respect to the Property at Your Property Address  
5 Milwaukee, WI 53202 Wisconsin, unit/apt./number 101

6 ■ **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips,  
7 and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant  
8 women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of lead-based paint and/or lead-based  
9 paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

10 ■ **LANDLORD'S DISCLOSURES AND CERTIFICATION:**

11 (1) **DISCLOSURE** (a) Landlord hereby represents that Landlord has no knowledge of any lead-based paint or lead based paint  
12 hazards (see definitions at lines 98-102)(collectively referred to as LBP) present in or on the Property except:  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_

17 *(Explain the information known to Landlord, including any additional information available about the basis for the determination*  
18 *that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none".)*

19 (b) Landlord hereby confirms that Landlord has provided the Tenant with the following records and reports which comprise all of the  
20 reports and records available to Landlord pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 *(Identify the LBP records and report(s) (e.g. LBP inspections, assessments, abatements, etc. - see definitions at lines 92-93, 96-97, &*  
25 *103-108) furnished to Buyer, or indicate "none available".)*

26 (2) **CERTIFICATION:** The undersigned Landlord has reviewed the information above and certifies, to the best of Landlord's  
27 knowledge, that the information provided by Landlord is true and accurate.

28 (X) \_\_\_\_\_  
29 (Landlord's signatures) ▲ Print Name Here ► Your Property Name (Date) ▲

30 ■ **AGENT'S ACKNOWLEDGMENT AND CERTIFICATION:**

31 (1) **ACKNOWLEDGMENT:** The agent(s) in this transaction hereby acknowledge that: (1) the Landlord was informed of his or her  
32 obligations, detailed on page 2 of this Addendum, under the Federal LBP Law; and (2) they are aware of their duty to ensure  
33 compliance with the requirements of Federal LBP Law.

34 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their knowledge, that  
35 that the information provided by them is true and accurate.

36 (X) \_\_\_\_\_  
37 (Agent's signature) ▲ Print Agent & Firm Names Here ► Feldman Real Estate, Inc. (Date) ▲

38 (X) \_\_\_\_\_  
39 (Agent's signature) ▲ Print Agent & Firm Names Here ► (Date) ▲

## Landlord Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, ss. 745.107, 745.110 & 745.113; and 24 CFR subtitle A, Part 35, Subpart H, ss. 35.88, 35.90 & 35.92, which are collectively referred to in this Addendum as Federal LBP Law.)

40 **DISCLOSURE REQUIREMENTS FOR LANDLORDS.** (a) The following activities shall be completed before the tenant is  
 41 obligated under any contract to lease target housing that is not otherwise an exempt transaction pursuant to Federal LBP Law.  
 42 Nothing in this section implies a positive obligation on the landlord to conduct any evaluation or reduction activities.

43 (1) Provide LBP Pamphlet to Tenant. The landlord shall provide the tenant with an EPA-approved lead hazard information  
 44 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-  
 45 001) or an equivalent pamphlet that has been approved for use in this state by EPA.

46 (2) Disclosure of Known LBP to Tenant. The landlord shall disclose to the tenant the presence of any known lead-based paint  
 47 and/or lead-based paint hazards in the target housing being leased. The landlord shall also disclose any additional information  
 48 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that  
 49 lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards,  
 50 and the condition of the painted surfaces.

51 (3) Disclosure of Known LBP & LBP Records to Agent. The landlord shall disclose to each agent the presence of any known  
 52 lead-based paint and/or lead-based paint hazards in the target housing being leased and the existence of any available  
 53 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The landlord shall also disclose any  
 54 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for  
 55 the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint  
 56 and/or lead-based paint hazards, and the condition of the painted surfaces.

57 (4) Provision of Available LBP Records & Reports to Tenant. The landlord shall provide the tenant with any records or  
 58 reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards in the target housing being  
 59 sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
 60 regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or  
 61 reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

62 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in paragraph (a) of this section occurs after  
 63 the tenant has provided an offer to lease the housing, the landlord shall complete the required disclosure activities prior to accepting  
 64 the tenant's offer to lease and allow the tenant an opportunity to review the information and possibly amend the proposed lease.

## 65 CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.

66 (a) Landlord requirements. Each contract to lease target housing shall include an attachment or within the lease the following  
 67 elements, in the language of the lease contract (e.g., English, Spanish):

68 (1) Lead Warning Statement. A lead warning statement with the following language:  
 69 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if  
 70 not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-  
 71 1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees  
 72 must also receive a federally approved pamphlet on lead poisoning prevention.

73 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the landlord disclosing the presence of  
 74 known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the  
 75 presence of lead-based paint and/or lead-based paint hazards. The landlord shall also provide any additional information  
 76 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that  
 77 lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based  
 78 paint hazards, and the condition of the painted surfaces.

79 (3) List of Available LBP Records & Reports Provided to Tenant. A list of any records or reports available to the landlord  
 80 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the tenant. If no such  
 81 records or reports are available, the landlord shall so indicate.

82 (4) Tenant Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the tenant affirming receipt  
 83 of the information set out in paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required  
 84 under Federal LBP Law.

85 (5) Agent Certification. When any agent is involved in the transaction to lease target housing on behalf of the landlord, a statement that:

- 86 (i) The agent has informed the landlord of the landlord's obligations under Federal LBP Law; and
- 87 (ii) The agent is aware of his or her duty to ensure compliance with the requirements of this subpart.

88 (6) Signatures. The signatures of the landlords, agents, and tenants certifying to the accuracy of their statements to the  
 89 best of their knowledge, along with the dates of the signatures.

## 90 OTHER DEFINITIONS:

91 *Available* means in the possession of or reasonably obtainable by the landlord at the time of the disclosure.92 *Abatement* means the permanent elimination of lead hazards by methods such as removing, replacing, encapsulating,  
93 containing, sealing or enclosing lead-based paint with special materials, in conformance with any requirements stated in any applicable law.94 *Common area* means a portion of a building generally accessible to all residents/users including, but not limited to, hallways,  
95 stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.96 *Inspection* means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
97 of a report explaining the results of the investigation.98 *Lead-based paint* means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
99 centimeter or 0.5 percent by weight.100 *Lead-based paint hazard* means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
101 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
102 that would result in adverse human health effects as established by the appropriate Federal agency.103 *Risk assessment* means an on-site investigation to determine and report the existence, nature, severity, and location of  
104 lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and history of  
105 the housing and occupancy by children under 6; (2) visual inspection; (3) limited wipe sampling or other environmental sampling  
106 techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.107 *Target housing* means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities  
108 (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.109 ■ **RESTRICTIONS ON ACTIVITIES WHICH DISTURB LBP**110 Tenant, Tenant's guests and any other occupant are prohibited from disturbing paint and performing lead-based paint  
111 activities on the Property without proper State of Wisconsin Certification.112 ■ **TENANT'S ACKNOWLEDGMENT AND CERTIFICATION:**113 **(1) ACKNOWLEDGMENT:** Tenant hereby acknowledges and certifies that Tenant has:

114 (a) received the Landlord's disclosures, reports and records concerning any known LBP in or on the Property; and

115 (b) received a lead hazard information pamphlet, such as *Lead-Based Paint: Protect Your Family*, which was approved by the EPA.116 **(2) CERTIFICATION:** The undersigned Tenants have reviewed the information above and certify, to the best of their  
117 knowledge, that the information provided by them is true and accurate.118 (X) \_\_\_\_\_  
119 (Tenant's signatures) ▲ Print Names Here ► (Date) ▲

**NONSTANDARD RENTAL PROVISIONS**

Tenant and Landlord must initial each relevant paragraph, and sign at the bottom of this form.

**Description of Premises:** Your Property Address Apt# 101 Milwaukee, WI 53202

("Premises")

**UTILITIES PAYMENT UPON SURRENDER** Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

In the event Tenant is responsible for payment of municipal utilities Tenant agrees to pay said utilities in a timely manner, prior to any penalties being assessed, and to present a paid "final" receipt to Landlord. In the event Tenant does not pay said bills in a timely manner, or in the event a final receipt is not presented upon surrender, Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant specifically agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$20.00 for each utility provider Landlord must contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord to deduct any such unpaid charges from Tenant's security deposit.

**PET DAMAGE** Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

Tenant acknowledges Tenant is not authorized to have a pet on the premises. In the event a pet enters the premises at any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and odor) and pest extermination (e.g. fleas) expenses are considered damage beyond normal wear and tear as defined in Wisconsin Administrative Code. §ATCP134.06(3) Tenant agrees to pay costs of said carpet repair and exterminating, and specifically authorizes Landlord to deduct charges for same from Tenant's security deposit if not sooner paid. Nothing herein shall be construed as an authorization for Tenant to keep a pet on the premises without written permission.

**AUTHORIZATION TO ENTER FOR REPAIRS** Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

In the event Tenant requests maintenance or repair services inside the premises without specifying that Landlord must contact Tenant before performing such repairs or maintenance and without specifying a proposed time for maintenance or repair personnel to enter the unit, Tenant's request for such repairs or maintenance shall automatically be considered authorization for Landlord or its designated contractors to enter the premises without further notice to Tenant as follows:

CHECK LINE 25 OR 27 AND COMPLETE AS APPLICABLE

☒ Landlord's maintenance and repair personnel may enter the premises during reasonable business hours, and within a reasonable time from when the repairs or maintenance are requested.

☐ \_\_\_\_\_ **STRIKE ONE**

**OTHER** Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

Tenant agrees that there will be a deduction from tenant's security deposit for the cost of carpet cleaning and/or carpet, tile and vinyl repair if there has been damage above and beyond ordinary wear and tear, such as - but not limited to - stains, burn holes, infestation, or pet damage.

**OTHER** Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

Lessee shall pay, within five (5) days after being billed for same, all reasonable costs associated with required or requested maintenance resulting from damage, repairs or loss caused by misuse or negligence of Lessee, or Lessee's guest, occupants and invitees.

**LANDLORD:** Your Property Name (Date) **TENANTS:** John Doe (Date)

\_\_\_\_\_ Jane Doe (Date)

**TENANT:** \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)

Drafted By Attorney Richard Staff

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## RELATED STATUTES AND RULES

### 44 **ATCP 134.06 Security deposits.**

#### 45 **(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.**

46 (b) A rental agreement may include one or more nonstandard rental provisions which authorize a landlord to withhold  
47 from a tenant's security deposit for reasons not identified under par. (a). The landlord shall include the nonstandard provisions,  
48 if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord provides to  
49 the tenant. The landlord shall specifically identify and discuss each nonstandard provision with the tenant before the tenant  
50 enters into any rental agreement with the landlord. If the tenant signs or initials a nonstandard rental provision, it is rebuttably  
51 presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and that the  
52 tenant has agreed to it.

53 Note: The separate written document under par. (b) may be pre-printed.

54 (c) This subsection does not authorize a landlord to withhold a security deposit for normal wear and tear, or for other  
55 damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

### 56 **ATCP 134.09 Prohibited practices.**

#### 57 **(2) UNAUTHORIZED ENTRY.**(a) Except as provided under par. (b) or (c), no landlord may do any of the following:

58 1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective  
59 tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time reasonably  
60 required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.

61 2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means at least  
62 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period.

63 (b) Paragraph (a) does not apply to an entry if any of the following applies:

64 1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

65 2. A health or safety emergency exists.

66 3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from damage.

67 (c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling unit at  
68 reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the nonstandard  
69 provision, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord  
70 provides to the tenant. The landlord shall specifically identify and discuss the nonstandard provision with the tenant before the  
71 tenant enters into any rental agreement with the landlord. If the tenant signs or initials the nonstandard rental provision, it is  
72 rebuttably presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and  
73 that the tenant has agreed to it.

74 Note: The separate written document under par. (b) may be pre-printed.

75 (d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who may  
76 be present in the dwelling unit, and identifying himself or herself upon request.

77 Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is present in  
78 the dwelling unit, the landlord must then identify himself or herself upon request.

### 79 **704.11 Lien of landlord.**

80 Except as provided in ss. 704.05 (5), 704.90 and 779.43 or by express agreement of the parties, the landlord has no right to  
81 a lien on the property of the tenant; the common-law right of a landlord to distrain for rent is abolished.

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704



### MOVE-IN / MOVE-OUT REPORT

1 **LANDLORD:** Your Property Name  
 2 **Address:** P.O. Box 170827  
 3 Milwaukee, WI 53217  
 4 **Telephone:** 414 351 2296  
 5 **MANAGER:** FRE, Inc.  
 6 **Address:** 1007 N. Marshall Street  
 7 Milwaukee, WI 53202  
 8 **Telephone:** 414 351 2296

**TENANT(S):** John Doe  
Jane Doe  
 Unit No. 101  
 Property Your Property Address  
 Move-In Date: 04/01/2014  
 Move-Out Date: \_\_\_\_\_

9 Please complete the *Move-In Exceptions* and the *Move-In Comments* section, sign the Report, and return to Manager, or to Landlord if no Manager, by the 8th day of your tenancy. The  
 10 premises are being delivered in clean, sanitary and good operation condition, with no spots, stains, marks, damages or deteriorated paint, unless otherwise noted below in the "Move-In  
 11 Exceptions" column. This is not a request for maintenance. Contact the manager or landlord if maintenance is required. The following list of items is not comprehensive, but rather gives  
 12 a sample of areas where tenant may note damage. "Deteriorated paint" means paint that is cracking, flaking, chipping, peeling, chalking or otherwise separating from the surface to  
 13 which it has been applied. Deteriorated paint also includes worn or damaged paint on a friction or an impact surface. Deteriorated paint does not include paint where nail holes, hair-line  
 14 cracks, or small nicks or scratches resulting from normal wear-and-tear are present, provided all layers of paint remain securely bonded to the substrate.

Item	Move-In Exceptions	Move-Out Exceptions	Itemized Charges
<b>LIVING ROOM, DINING &amp; HALLS</b>			
Walls/Ceiling			
Floor/Carpet			
Closets/Doors/Locks			
Lights/Mirrors			
Drapes/Rods/Blinds			
Windows/Tracks/Screens			
Fireplace			
Deteriorated Paint			
<b>KITCHEN</b>			
Walls/Ceiling			
Floor			
Counter Tops/Tile			
Cabinets			
Oven/Stove			
Hood/Fan/Lights			
Dishwasher/Refrigerator			
Sink/Faucet/Disposal			
Windows/Doors/Screens			
Deteriorated Paint			
<b>BEDROOMS</b>	Specify Bedroom #1, #2 or #3	Specify Bedroom #1, #2 or #3	
Walls/Ceiling			
Floor/Carpet			
Lights/Mirrors			
Drapes/Rods/Blinds			
Windows/Tracks/Screens			
Closets/Doors/Shelves			
Deteriorated Paint			
<b>BATHROOMS</b>	Specify Bathroom #1, #2 or #3	Specify Bathroom #1, #2 or #3	
Walls/Ceiling			
Floor			
Cabinets/Mirrors			
Sink			
Tub/Shower			
Tile/Grout			
Lights/Vent Fan			
Toilets			
Windows/Doors			
Towel Bars/Accessories			
Deteriorated Paint			
<b>EXTERIOR</b>			
Balcony/Deck/Patio			
Storage/Parking Area			
Garden/Plants/Grass			
Deteriorated Paint			
<b>MISCELLANEOUS</b>			
Washer/Dryer			
Heat/Air Conditioning			
Number of Keys			
Locks			

68	MOVE-IN COMMENTS	MOVE-OUT COMMENTS
69		
70		
71		
72		
73		

74 Tenant has inspected the above premises prior to occupancy and accepts it subject to the conditions and/or exceptions noted above. Tenant agrees to deliver the premises in like the condition  
 75 upon termination of tenancy, normal wear and tear excepted. If more than one tenant, one of the Tenants acting as Tenant Representative has completed and signed this Move-In report.

76 \_\_\_\_\_ Date \_\_\_\_\_  
 77 (Signature of Tenant Representative) ▲

78 **ITEMIZED CHARGE SUMMARY**

79 **KEYS/LOCKS:** Unit \$ \_\_\_\_\_, Entry \$ \_\_\_\_\_, Mailbox \$ \_\_\_\_\_, Other \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 80 **CLEANING:** \_\_\_\_\_ Hours x \$ \_\_\_\_\_ Wage Rate - \$ \_\_\_\_\_; Materials-Supplies \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 81 \_\_\_\_\_ Hours x \$ \_\_\_\_\_ Wage Rate - \$ \_\_\_\_\_; Materials-Supplies \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 82 Carpet \$ \_\_\_\_\_ Drapes \$ \_\_\_\_\_ Other \_\_\_\_\_ \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 83 **PAINTING:** \_\_\_\_\_ Hours x \$ \_\_\_\_\_ Wage Rate - \$ \_\_\_\_\_; Materials-Supplies \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 84 **REPAIRS:** \_\_\_\_\_ Hours x \$ \_\_\_\_\_ Wage Rate - \$ \_\_\_\_\_; Materials-Supplies \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 85 \_\_\_\_\_ Hours x \$ \_\_\_\_\_ Wage Rate - \$ \_\_\_\_\_; Materials-Supplies \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 86 \_\_\_\_\_ Hours x \$ \_\_\_\_\_ Wage Rate - \$ \_\_\_\_\_; Materials-Supplies \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 87 **UNPAID RENT:** Dates from \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_, Late fee(s) \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_  
 88 **UTILITY BILLS:** \_\_\_\_\_ **OTHER:** \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_

89 *NOTE: Amounts followed by an "E" indicate estimated charges. All other amounts indicate actual charges.*

90 *Attach copies of all itemized invoices, estimates and receipts to this report.* TOTAL CHARGES: \$ \_\_\_\_\_

91	SUMMARY OF SECURITY DEPOSIT CHARGES AND CREDITS:	TENANT FORWARDING ADDRESS:
92	Security Deposit \$ _____	
93	Interest Due, if any \$ _____	
94	Prepaid Rent: from _____ to _____ \$ _____	
95	Other: _____ \$ _____	
96	Total Credits \$ _____	
97	Less TOTAL CHARGES \$ _____	New Telephone No.: _____
98	Balance Due from/Due to Tenants \$ _____	
99		
100	Received on _____ Issued on _____	Prepared By ▲ Date ▲

101 **NOTES:** \_\_\_\_\_  
 102 \_\_\_\_\_  
 103 \_\_\_\_\_  
 104 \_\_\_\_\_  
 105 \_\_\_\_\_  
 106 \_\_\_\_\_  
 107 \_\_\_\_\_  
 108 \_\_\_\_\_