

# RESIDENTIAL LEASE

This Lease Agreement of the Premises identified below is entered by and between the Landlord and the Tenant (referred to in the singular whether one or more) on the following terms and conditions.

**TENANT:** (Print name): \_\_\_\_\_

**LANDLORD:** Parker Properties & Development, LLC  
24174 Hertz Ave  
Tomah, WI 54660

Landlord's Agent for maintenance & management:  
Bradley Parker Web: ParkerPropertiesLacrosse.com  
Phone: 608-343-7440, Email: parkerproperties.brad@gmail.com

**PREMISES:** Apartment #  
420 9<sup>th</sup> St N  
La Crosse, WI 54601

**TERM:** First day of term: 6/1/201; Last day of term: 5/23/201. This lease agreement is for the stated term and expires without further notice. Landlord and Tenant shall agree in writing if tenancy is to continue beyond last day of rental term.

**UTILITIES:** Tenants shall pay separately metered electric and water/sewer utility. Electric includes heat, hot water & air conditioning. Water/sewer utilities that become delinquent shall be subject to a \$30 processing fee.

**RENT:** Rent Amount of \$ \_\_\_\_\_ per month shall be due on or before the 1<sup>st</sup> day of each month by single check or money order only. Monthly rent NOT paid in full by single check or money order shall be subject to a \$30 processing fee. Last month's rent is due on or before the first day of Term and shall not be prorated. Rent checks or money orders shall be made payable to Landlord and mailed or delivered to Landlord. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS LEASE AGREEMENT.

**LATE FEES:** Rent that is not received on or before the 1<sup>st</sup> day of the month as well as returned "non-sufficient funds" (NSF) rent checks will be considered late and subject to \$10 per day late fee. Tenant shall pay bank charges as well as a \$30 processing fee for each instance for returned NSF checks. Landlord reserves the right to request a cashier's check or money order for rent and late fees from a Tenant that has had their rent check returned NSF.

**SECURITY DEPOSIT:** Upon execution of this Lease Agreement, Tenant agrees to pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by Landlord. The security deposit, less any amounts legally withheld, will be returned, by single check only, in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Tenant is responsible for giving the Landlord the Tenant's new address. Surrender shall occur on the last day of the term provided in this Lease Agreement, subject to exceptions described in Wisconsin Administrative Code ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of the Landlord's property held by the Tenant, including keys. Amounts legally withheld from security deposit may include items listed in Nonstandard Rental Provisions, if initialed or signed.

The security deposit return, by single check, shall be payable to (print designated Tenant's name): \_\_\_\_\_

**CHECK-IN:** Tenant has until the 8<sup>th</sup> day of the Term to notify the Landlord of any damage of defect existing prior to Tenant's occupancy.

## SPECIAL CONDITIONS:

**RIGHT TO ENTER:** Landlord may enter the Premises occupied by Tenant, at reasonable times, with 12 hours advance notice, to inspect the Premises, make repairs, show Premises to prospective tenants or purchasers, or comply with applicable law or regulations. Landlord may enter without advanced 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 Term, Tenant shall be liable for all rent due under this Lease Agreement through the last day of the Term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may deem that Tenant has removed from the Premises and proceed to re-rent the Premises.

**SALE OF PROPERTY:** Upon transfer of ownership of the Premises, Tenant expressly releases Landlord's obligations, under this Lease Agreement. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Lease Agreement.

**TENANT RULES & OBLIGATIONS:** 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: (building shall mean the building in which the Premises is located and property shall mean the property in which the Premises is located)

- To NOT smoke, use lighted candles, incense or other flammable objects within the Premises or building. This is a SMOKE FREE building & property.
- To NOT use charcoal or gas grilles closer than 10' from the building. Empty charcoal, only after it has completely cooled, into a metal container with locking lid (NOT INTO LAWN OR LANDSCAPING). Landlord reserves the right to ban grilles from property for any reason.
- To NOT keep Gasoline or other flammable liquids in or about the Premises or building at any time.
- To NOT use electrical extension cords in the Premises for other than temporary use.
- To replace light bulbs in the Premises with compact fluorescent type or LED only.
- To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
- To NOT permit parties of more than one guest per each individual tenant on the Premises or property.
- To NOT make or permit use of the Premises for any unlawful purpose of any purpose that will injure the reputation of the Premises or property.
- To NOT use or keep in the Premises or property anything that would adversely affect coverage of the building under a standard or extended insurance policy.
- To NOT make excessive noise or engage in activities that unduly disturb neighbors or other tenants in the building.
- To NOT permit the Premises or building any pet unless specifically authorized by Landlord in writing.
- To obey all lawful orders, rules and regulations of all governmental authorities.
- To keep the Premises, including building, exterior yard & parking, in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear accepted. No personal property including furniture may be left in property's lawn area while not in use.
- To dispose of all garbage & other waste from the premises in a sanitary & safe manner and in accordance with the ordinances of the City of La Crosse.
- To NOT park any vehicles on any lawn area or anywhere other than in designated parking areas. First come first served parking area is only for a Tenant's vehicle with valid permit & registered with Landlord and is limited to one licensed running vehicle per bedroom. A lost or destroyed permit must be identified & may be replaced for a \$30 fee.
- Following a snowfall when given notice by Landlord, to remove vehicle from parking lot, in accordance with notice, to allow for snow removal. Tenants responsible for vehicles left in parking lot shall pay for costs of additional snow removal at \$60 per incident.
- 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.
- Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following: paint upon, attach, exhibit, or display in or about the Premises any sign or placard; alter or redecorate the Premises; drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises; attach or affix anything to the exterior of the Premises or the building in which it is located.

Tenant initials: \_\_\_\_\_

**TENANT RULES & OBLIGATIONS continued:**

19. To NOT use toilets, bathtubs and sinks for any purpose other than that for which they were designed. No sweepings, rubbish, rags, paper towels, diapers, feminine hygiene products or other substances shall be thrown or disposed of therein.
20. To NOT permit waterbeds or aquariums larger than ten gallons into Premises.
21. To NOT permit bikes into Premises.
22. To NOT access the roof or allow any persons on the roof.
23. To NOT permit any guest to reside in the Premises without prior written consent of Landlord.
24. To be responsible for the cost to repair or replace any damaged windows, glass, screens, doors or door hardware of the demised premises.
25. 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.
26. That upon being locked out of Premises, Tenant may contact Landlord for lock out assistance with the following associated fees: \$30 per instance from 9:00AM to 3:00PM Monday through Friday, except holidays and \$60 per instance all other times including holidays.
27. To NOT assign this Lease 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 Lease Agreement. A \$60 processing fee shall apply to assignment or sublease.
28. To vacate the Premises at the end of the Term, and immediately deliver the keys, etc., and the Tenant's forwarding address to the landlord.
29. That upon surrender of Premises, all surfaces within the Premises shall be clean and free of debris, stains and damage. Such surfaces include but are not limited to, flooring, walls, doors, windows, shelving, appliances, cabinets, lighting fixtures, and bathroom fixtures. If all surfaces are not clean and free of debris, stains or damage, other than normal wear and tear, Tenant shall pay for costs of cleaning at of \$30 per man-hour and repair at \$60 per man-hour plus materials cost.
30. That upon surrender of Premises, all large items, such as furniture, shall be moved completely off the Premises property. If large items are left on the Premises property, Tenant shall pay actual costs for removing and disposing of such items
31. That upon surrender of Premises, Tenant shall pay for costs associated with non-returned keys to the Premises. Replacement cost of \$30 per lost key for keys other than apartment entry door and re-keying cost of \$100 due to lost entry doors keys.

**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 Lease Agreement. Any failure by Tenant to comply with the rules is a breach of this Lease 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:** 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:** SMOKE DETECTORS SAVE LIVES, DO NOT TAMPER WITH OR DISENGAGE. 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 required.

**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."

**PERSONAL PROPERTY:** The Tenant is greatly advised to obtain Renter's Insurance to cover their personal property from loss or damage. The landlord is NOT responsible for any loss or damage to tenant's personal property and does NOT provide any insurance for tenant's personal property.

**ABANDONED PERSONAL PROPERTY:** Landlord will not store any items of personal property that tenant leaves behind when tenant vacates, except for prescription medication or prescription medical equipment, which will be held for seven days from the date of discovery. If tenant abandons a titled vehicle, landlord will give tenant & any other secured party that landlord is aware of, written notice of intent to dispose of the property by personal service, regular mail, or certified mail to tenant's last known address.

Signing this lease creates legally enforceable rights. In witness whereof, the parties have executed this Lease Agreement on (date): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Tenant (signature): \_\_\_\_\_

Tenant (signature): \_\_\_\_\_

Tenant (signature): \_\_\_\_\_

Tenant (signature): \_\_\_\_\_

Tenant (signature): \_\_\_\_\_

Landlord: (signature) \_\_\_\_\_

# NONSTANDARD RENTAL PROVISIONS

**TENANT:** (Print name):  
**LANDLORD:** Parker Properties & Development, LLC  
24174 Hertz Ave  
Tomah, WI 54660

**PREMISES:** Apartment #  
420 9<sup>th</sup> St N  
La Crosse, WI 54601

**TERM:** First day of term: 6/1/2011 ; Last day of term: 5/23/2011

The landlord is allowed by law to withhold money from the security deposit for tenant damage, waste and/or neglect; non-payment of rent, or nonpayment of utility bills as specified in the lease.

Additionally the following Nonstandard Rental Provisions allow the Landlord to withhold money from the security deposit for the following items:

**NONSTANDARD RENTAL PROVISIONS:**

Tenant initials

1. Rent not paid in full by single check or money order fees ..... \_\_\_\_\_
2. Rent late fees ..... \_\_\_\_\_
3. Costs & fees associated with returned NSF checks ..... \_\_\_\_\_
4. Replacement parking permit fees ..... \_\_\_\_\_
5. Snow removal costs due to vehicles not moved from parking lot as described in Lease Agreement ..... \_\_\_\_\_
6. Lockout assistance fees ..... \_\_\_\_\_
7. Lease assignment fees ..... \_\_\_\_\_
8. Replacement key and non-returned key costs ..... \_\_\_\_\_
9. Municipal fines or processing fees for Tenant's negligence to fulfill obligations of Lease Agreement ..... \_\_\_\_\_
10. Early move-in fee ..... \_\_\_\_\_

