

RESIDENTIAL LEASE

This 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): _____

LANDLORD: _____

Address: c/o Driscoll Property Management

Landlord's Agent for maintenance, management, service of process and collection of rent - (Note in "Special Conditions" if more than one agent): Driscoll Property Management

Address: 142 N. Brown St. Rhinelander, WI 54501

PREMISES
PREMISES - Street Address: _____

City/State/Zip: _____

Apartment/Unit/No.: _____

RENTAL TERM
First Day of Term: _____ Last Day of Term: _____

This Lease is only for the stated term and is **NOT** automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

UTILITIES
Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

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

* Explain in Special Conditions Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Lease.

RENT
Rent Amount \$ _____ per _____ month due on or before the _____ 1st day

of each _____ month, Rent checks shall be made payable to (Landlord) (Landlord's Agent) ~~STRIKE ONE~~ and mailed or delivered to (Landlord) (Landlord's Agent) ~~STRIKE ONE~~. 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 Lease, Tenant agrees to pay a security deposit in the amount of \$ _____ to be held by

Driscoll Property Management. Tenant's security deposit, less any amounts

legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises as established in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

CHECK-IN SHEET
Tenant acknowledges that when Tenant commences his or her occupancy of the Premises, Landlord is required to provide a

check-in sheet. Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the check-in sheet and return it to Landlord. A check-in sheet is not required for the rental of a plot of ground on which a manufactured home or a mobile home may be located [per Wis. Stat. § 704.08].

SPECIAL CONDITIONS
Special Conditions: No smoking or pets permitted on the premises. See non-standard rental provisions attached.

LANDLORD'S RIGHT TO ENTER
Landlord may enter the Premises occupied by 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.

MITIGATION; ABANDONMENT; PERSONAL PROPERTY
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 Lease 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, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].

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

SALE OF PREMISES LEAD-BASED PAINT PROVISIONS (If Premises is "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 and shall immediately notify 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 RESIDENTIAL USE

During the term of this Lease, 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:

NOISE

PETS GOVT. REG.

MAINTENANCE

IMPROVEMENTS

GUESTS NEGLIGENCE

VACATION OF PREMISES

RULES

NOTICE OF DOMESTIC ABUSE PROTECTIONS

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. Any failure by Tenant to comply with the rules is a breach of this Lease.

(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.

CODE VIOLATIONS

Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in Special Conditions or an Attachment to this Lease [per Wis. Stat. § 704.07(2)(bm)]. The Premises do **NOT** contain any of the following conditions adversely affecting habitability unless listed under Special Conditions or in an Attachment: 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, or create an unreasonable risk of personal injury through reasonably foreseeable use of the Premises by Tenant.

CONDITIONS AFFECTING HABITABILITY

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain any smoke detector on the Premises, or give Landlord written notice if a smoke detector is not functional. Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Landlord also shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law.

SMOKE DETECTOR NOTICE

AGENCY NOTICE

Tenant understands that any property manager, rental agent or employees thereof are representing Landlord.

SEX OFFENDER 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://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

The documents checked below are attached to this Lease and incorporated herein by reference.

ATTACHMENT	Check ✓	ATTACHMENT	Check ✓
Guarantee/Renewal/Assignment/Sublease		Nonstandard Rental Provisions	
Rules and Regulations		Promises to Repair	
Smoke and Carbon Monoxide Detector Notice	X	Code Violations	
Lead-Based Paint Disclosure & Pamphlet	X	Real Estate Agency Disclosure	
Other: Addendum to Lease	X	Other:	

IN WITNESS WHEREOF, the parties have executed this Lease on _____

LANDLORD: _____
Driscoll Property Management, Agent for Landlord
 TENANTS: _____

TENANTS: _____

