

Residential Lease–Wisconsin

BY THIS AGREEMENT made and entered into on _____, between Roush Investments, LLC, herein referred to as Lessor, and _____ and _____ (jointly and severally), herein referred to as Lessee. Lessor leases to Lessee the premises situated at _____ in the _____, County of Dane, State of Wisconsin, and more particularly described as follows: Duplex, (and hereinafter referred to as the demised premises) together with all appurtenances, for a term of one year, to commence on _____, and to end on _____.

- 1. Delivery of Possession.** Lessor shall deliver possession of the demised premises to Lessee on the date hereinabove mentioned as the date on which this lease has commenced.
- 2. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises, the sum of _____ dollars (\$_____) per month in advance on the first day of each calendar month beginning _____, at 5410 Heron Trail, City of Middleton, State of Wisconsin, or at such other place as Lessor may designate.
- 3. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Roush Investments, LLC.
- 4. Late Payments.** For any rent payment not made by the third day of each calendar month, Lessee shall pay a late fee in the amount of Twenty-Five Dollars (\$25).
- 5. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee shall pay a charge of Twenty-Five Dollars (\$25) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
- 6. Security Deposit.** On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$_____), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof. This amount shall be returned to Lessee on the full and faithful performance by Lessee of the provisions hereof, less any amounts properly withheld by Lessor in accordance with law, within twenty-one (21) days after Lessee surrenders the demised premises.
- 7. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully, quietly and exclusively have, hold, and enjoy the demised premises for the agreed term.
- 8. Use of Premises.** The demised premises shall be used by Lessee exclusively as a private single family residence, and neither the demised premises nor any part thereof shall be used at any time during the term of this lease by Lessee for carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Lessee shall not use the demised premises in such manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.
- 9. Number of Occupants.** Lessee agrees that the demised premises shall not be occupied by more than _____ persons, without the written consent of Lessor.

10. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in safe, clean, and tenantable condition.

11. Keys. Lessee shall be given four keys to the demised. If all keys are not returned to Lessor following the termination of this lease, Lessee shall be charged Twenty-Five Dollars (\$25).

12. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the demised premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements without the prior written consent of Lessor. At the termination of this lease, Lessee may remove any fixtures installed by Lessee if Lessee either restores the demised premises to their condition prior to the installation or pays Lessor the cost of such restoration. If such fixtures were installed to replace similar fixtures which were part of the demised premises at the time of the commencement of this lease and the original fixtures cannot be restored, Lessee may remove fixtures installed by Lessee only if Lessee replaces them with fixtures at least comparable in condition and value to the original fixtures. Lessee's right to remove fixtures is not lost by an extension or removal of this lease without reservation of such right to remove.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of Lessee's employee, family, agent, or visitor, the demised premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the demised premises may have been untenable; but, if the demised premises should be damaged other than by Lessee's negligence or willful act or that of Lessee's employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the demised premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the demised premises, including but not limited to electric, gas, and water.

19. Maintenance and Repair. Lessee shall, at Lessee's sole expense, keep and maintain

the demised premises and appurtenances in a good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the demised premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep carpet and flooring free of stains, keep the walks free from dirt and debris; and, at Lessee's sole expense shall keep plumbing, electrical wiring, machinery and equipment furnished with the demised premises in reasonable working order if repair can be made at cost which is minor in relation to the rent. Lessor shall keep in a reasonable state of repair portions of the demised premises over which Lessor maintains control and all equipment necessary to supply services that Lessor has expressly or impliedly agreed to furnish to Lessee. Lessee agrees that no signs shall be placed or painting done on or about the demised premises by Lessee or at Lessee's direction without the prior written consent of Lessor.

20. Painting. Lessor reserves the right to determine when the demised premises shall be painted unless there is any law to the contrary.

21. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee should obtain a lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from Lessee's negligence.

22. Pets. Pets shall not be allowed without the prior written consent of Lessor. With permission of the Lessor, a small pet may be permitted as long as the Lessee agrees to pay an additional twenty-five (\$25) per month to be included with the monthly rent payment.

23. Right of Inspection. Lessor may, upon advance notice and at reasonable times, inspect the demised premises, make repairs and show the demised premises to prospective tenants or purchasers. If Lessee is absent from the demised premises and Lessor reasonably believes that entry is necessary to preserve or protect the demised premises, Lessor may enter without notice and with such force as appears necessary.

24. Display of Signs. During the last 60 days of this lease, Lessor shall have the privilege of displaying the usual "For Sale" or "For Rent" signs on the demised premises and of showing the property to prospective purchasers, lessees or tenants during reasonable hours.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, do not modify Lessee's rights substantially and do not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 60 days' written notice served by either Lessor or Lessee on the other party.

28. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the demised premises in as good state and condition as it was at the commencement

of this lease, reasonable use and wear thereof and damages by the elements excepted.

29. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, this lease, at the option of Lessor and to the extent permitted by law, shall terminate and be forfeited, and Lessor may re-enter the demised premises and remove all persons therefrom to the extent permitted by law.

30. Abandonment. If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at Lessor's option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the demised premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the demised premises to also have been abandoned, in which case Lessor may dispose of all such personal property in accordance with law in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

31. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

32. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Wisconsin. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.

33. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

34. Entire Agreement. Lessee has read this lease. All promises made by Lessor and all agreements between Lessor and Lessee are contained in this lease. This lease may be amended only by a written amendment signed by both parties.

35. Liability. Lessor shall not be liable for any loss, expense or damage to any person or property, unless it is due to Lessor's negligence. Lessee is responsible for all acts or negligence of Lessee's family, employees, guests or invitees.

36. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the use of the demised premises.

37. Notices. All notices pursuant to this agreement shall be in writing.

38. Paragraph Headings. The paragraph headings are for convenience only.

39. Choice of Law. This lease shall be governed by the laws of the State of Wisconsin, and all disputes shall be subject to the jurisdiction of the Courts of the State of Wisconsin.

40. Service of Process. In case either party to this lease is not a resident of this State of Wisconsin then the said party shall designate an agent to accept service of process in this state for an action involving this lease. The agent shall be a resident of the State of Wisconsin or a corporation authorized to do business in the State of Wisconsin. If a party is a corporation, the agent shall be the corporation's registered agent.

41. Check-in Procedures. Lessor hereby notifies Lessee that Lessee may, on or before the seventh (7th) day after the commencement of this lease, inspect the demised premises and notify Lessor of any pre-existing damages or defects and request a list of physical damages or defects, if any, charged to the previous lessee's security deposit. If Lessee makes a request for the above mentioned list, Lessor shall provide Lessee with a list of all physical damages or defects charged to the previous lessee's security deposit, regardless of whether those damages or defects have been repaired. Lessor shall provide the said list within thirty (30) days after Lessor receives the request, or within seven (7) days after Lessor notifies the previous lessee of the security deposit deductions, whichever occurs later.

42. Other Terms: Lessee agrees to maintain the exterior lawn and landscaping including mowing, trimming, pulling weeds, snow shoveling, and watering.

IN WITNESS WHEREOF, the parties have executed this lease at _____, the day, month and year first above written.

Signed in the presence of:

Lessor:			
	_____ on behalf of Roush Investments, LLC		
Lessee:		Lessee:	
Lessee:		Lessee:	

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state. Contact your local county real estate board for additional forms that may be required to meet your specific needs.