

WIECHMANN ENTERPRISES UNLIMITED

1010 N. Cass St., Milwaukee, WI 53202

(414) 961-2002

www.wiechmannenterprises.com

Fax (414) 961-7787

APPLICATION FOR TENANCY

SECURITY DEPOSIT as Earnest Money & ONE separate NON-REFUNDABLE APPLICATION FEE (\$20.00) per Applicant are Due with this Application
One Application due from Each Person of Legal Age for Whom a Credit Report is Necessary

EMD: \$ _____ ck _____ mo _____ cc _____ AF: ck _____ mo _____ cc _____ Leasing Agent: _____

Property Address _____ Apt. # _____ Date of App _____

Lease Term _____ to _____ Rent \$ _____ Security Deposit \$ _____ Will Move in on _____

Pets { ☐ Y ☐ N } Pet Rent \$ _____ Add'l Dep \$ _____ Offstreet Parking { ☐ Y ☐ N } Pkg Rent \$ _____ Pkg Dep \$ _____

NO PETS ALLOWED unless specifically agreed to in writing. Pet requires additional refundable deposit, additional rent, & execution of pet agreement.

Tenant pays: Heat _____ Gas _____ Electric _____ Sewer & Water & Municipal Services _____ Appliances Incl: _____

Special Conditions / Terms:

Name _____ Date of Birth ____/____/____ S.S.# _____

First Middle Initial Last
Phone # _____ Email _____ Number of minors in residence _____

Present Address _____ **If 1st time renter, you may need a co-signer

Street City State Zip
Present Landlord _____ Landlord's Tele. # _____ Years There _____

Previous Address _____
Street City State Zip

Previous Landlord _____ Landlord's Tele. # _____ Years There _____

Present Employer _____ Address _____

Employer's Tele. # _____ Years there _____ Position _____ Monthly Income _____

Supervisor's Name _____ Tele. # _____ ****Provide Paystub with application**

Previous Employer _____ Address _____

Previous Employer's Tele. # _____ Years there _____ Position _____

Emergency Contact: Name _____ Relationship _____ Tele. # _____

Address, City, State, Zip _____

Make/ Model of Auto _____ Year _____ License Plate # _____ Color _____

If student, School: _____ Year: _____ Major: _____ Source of funding: _____

Have you ever been charged with a misdemeanor or felony? _____ Failure to complete this line confirms a negative response.

If accepted, I hereby agree to enter into a lease as agreed or at least to rent the apartment on a month to month basis with a sixty-day notice to terminate Tenancy. If I refuse to accept the apartment after this application's approval is accepted, Lessor shall attempt to mitigate expenses in accordance with 704.29; my deposit may be used to pay Lessor's damages. I have been provided a copy of the lease & the Nonstandard Rental Provisions (following hereto) to be used; I authorize current & future checking of my credit, employment, & all references, including providing said information to utility companies & other creditors.

X _____
APPLICANT SIGNATURE **DATE**

I received a handout on Lead in the Home at the time of application (only applicable for properties constructed before 1978).

X _____
APPLICANT SIGNATURE **DATE**

The Lessor shall be allowed sufficient time to check all references before returning the earnest money deposit, but in no case more than 21 calendar days after acceptance of the earnest money in compliance with ATCP 134.05. I have 7 days after occupancy to inspect the dwelling unit & notify the Lessor of any preexisting damages or defects & may request in writing a list of physical damage or defects, if any, charged to the previous tenant's security deposit. If this application is for a sublet tenancy, i.e., replacing a current tenant, I agree to assume any unsatisfied security deposit liabilities, which have occurred since the inception of the original lease. I understand that when municipal services are not individually metered; the property's bill shall be prorated by the number of units in the building. Municipal Service charges, including water & sewer charges, shall be considered as rent. I hereby grant Wiechmann Enterprises limited power of attorney to make arrangements for utility service in my name upon acceptance of approval.

Applicant is invited to provide a consumer credit report that is less than 30 days old from a consumer credit company that compiles & maintains files on consumers on a national basis; should such a report be provided, application fee shall be waived.

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

RESIDENTIAL LEASE

PARTIES, PREMISES, TERM, RENT	It is mutually agreed by & between Wiechmann Enterprises Unlimited Lessor, & <<Tenants (Financially Responsible), Co-Signer(s)>> Lessee(s), jointly & severally, that Lessor does hereby lease to Lessee the following described premises in the State of Wisconsin <<Unit Address>> for the term of & rent described above. First month's rent is due & payable on the first day of the given month & the entire monthly rent shall be paid on or before the first day of each month thereafter. Lessee agrees not to vacate the premises during the months of November, December, January & February unless original lease term ends during this period. If Lessee vacates in violation hereof, Lessee shall pay for any rent loss, costs of re-renting & utility costs during those months or for the balance of the Lease, whichever is longer. Lessor will conform to requirements of 704.29 regarding mitigation of Lessee expenses.
RESIDENTS	There shall be no additional parties (persons or pets) living in the premises during Lessee's tenancy without Lessor's written permission. \$200.00/ month additional rent per extra person or per animal will be fined if violated.
PLACE OF PAYMENT & NOTICES	Payments hereunder are to be made at 1010 N. Cass St., Milwaukee, WI 53202, Lessor's business address, or such other place as Lessor shall designate in writing. All notices & papers for Lessor shall be sent to the same address.
HEAT, UTILITIES, & MUNICIPAL CHARGES	Lessor is to furnish heat at his/her expense. If Lessee is responsible for furnishing heat, Lessee agrees to maintain a reasonable amount of heat in cold weather to prevent damage to water pipes, etc. Should any damage occur because of Lessee's failure hereunder, Lessee shall be held responsible for damage. Lessees are responsible for their own gas & electric bills; Lessee shall pay municipal, sewer, water, & service charges which may be separately metered, if not, they shall be prorated by the number of occupied units in the building. These charges shall be considered as rent. Any of lessee's utility bills that are paid by Wiechmann shall be considered as rent.
RENEWAL & SHORTENED LEASE TERM	The ORIGINAL TERM of this lease does not automatically renew, but the lease itself shall renew on a month-to-month basis with a 60 day written notice to vacate still required. Tenancy beyond the original term or extension of the lease term shall result in a month-to-month extension with 60 day written notice required under the provisions & conditions of this lease. UNDER ANY CIRCUMSTANCES, Lessee must give & Lessor must receive a SIGNED, WRITTEN notice of termination of tenancy AT LEAST 60 DAYS prior to the last day of the month which constitutes Lessee's final month of obligation under the original lease or any month-to-month extension, if notification is not provided by Lessee this lease shall continue as a month-to-month tenancy still requiring 60 day written notification. If Lessor has failed to provide proper notification of lease extension, at the end of the original term, a month-to-month tenancy is created hereunder, with only the statutory 28 day notification required by either party. The day of delivery of notice to Lessor shall be counted as part of the notice period. WRITTEN notice must be SIGNED by all parties on the lease agreement. E-mail does not constitute legal notice unless notice with original signatures of all named residents is attached. The term of this lease may be shortened in the event the premises are sold if the new owner provides Lessee at least 60 days' notice of termination of tenancy.
SECURITY DEPOSIT	Lessee agrees that the security deposit in the amount set forth above shall be held by Lessor & may be commingled with Lessor's operating funds: Lessee waives interest on security deposit & on any pre-paid rent. THE SECURITY DEPOSIT IS NOT RENT & Lessee may not use it as rent, but is a deposit which will be returned to Lessee after he/she surrenders the premises & returns all keys to Lessor; premises must be left in clean condition & ready for the next occupant. By "clean condition & ready for the next occupant" is meant clean & the better of: (1) the condition of the premises when turned over to Lessee, or (2) the condition of the premises following the completion of any work performed by either party to improve the premises (normal wear & tear excepted). Lessee agrees to the assignment of security deposit to new owner in the event of the sale of the property. All sums due under the lease may be set off against security deposit. When all tenants vacate the unit, any remaining security deposit will be made payable to all current tenants on the current lease & mailed to a single address provided by the tenants in writing. Lessee has examined & knows the condition of the premises & has received the same in good order & repair except as otherwise noted & endorsed by both parties on the reverse hereof & no representations as to the condition or state of repair have been made by Lessor except as noted & endorsed by both parties on the reverse hereof. Lessee shall have seven (7) days after the beginning of occupancy to inspect the premises & advise Lessor of any other damages which existed prior to his occupancy. Lessee may request in writing a list of physical damages or defects charged to the previous tenant's security deposit.
TERMINATION	After Lessee leaves the premises, he shall be liable for the premises as though still in possession for all damages thereto until he has delivered all the keys to Lessor. The burden of proof of delivery of such keys is on Lessee. If the Lessee removes from the premises & leaves personal property, Lessor may presume, in the absence of a written agreement between the Lessor & the Lessee to the contrary, that the tenant has abandoned the personal property & may dispose of the abandoned personal property in any manner that the Lessor, in his sole discretion, determines is appropriate, except for medical items which shall be treated in accordance with SS 704.05 (5) (am).
BREACH OF LEASE	In the event Lessee violates any of the terms of this lease, Lessor may serve the statutory five or 14 day notices as though Lessee's tenancy was a tenancy for one year or less. In the event Lessee is evicted for failure to abide by the terms of this lease, or otherwise leaves the subject premises prior to the expiration of this lease, Lessee shall remain liable for all rental loss through the end of this lease as well as advertising, utility, city services, & all rental costs & fees unless Lessee is expressly released from such obligation by Lessor IN WRITING. Any rent specials or incentives given shall be rescinded if lease breached in any way. Lessor will conform to the requirements of 704.29 regarding mitigation of Lessee expenses.
WAIVER	In the event either party defaults on any requirement of this lease & the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this lease or an indication that later defaults shall result in a similar failure to act (waiver).
APPLICATION	If Lessee makes representations to Lessor on a rental application or otherwise which induce Lessor to enter into this lease & Lessor thereafter discovers one or more material falsehoods in said representations, Lessor may cancel & rescind this lease upon written notice as though this was a month-to-month tenancy.
TERMS	The terms "Lessor" & "Lessee" as used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, & the provisions hereof shall bind all parties, their heirs, successors & assigns.
TAX	In the event that sales tax is enacted on rentals, it shall be in addition to the rental amount specified & shall be part of rent. Starting January following execution hereof, the rental amount may be adjusted by Lessor to reflect property tax changes on a prorata basis.

RECYCLING,
LEAD
WARNING
(ONLY
PRE-1978
CONSTRUCTI-
ONS)

Lessee agrees to abide by all Municipal & State recycling regulations & ordinances & acknowledges receipt of brochure on recycling. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, & dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children & pregnant women. Before renting pre-1978 housing, Lessor must disclose the presence of known lead-based paint &/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessor's Disclosure: Lessor has no knowledge of lead-based paint &/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint &/or lead-based paint hazards in the housing. Lessee's Acknowledgement: Lessee acknowledges receipt from Lessor of the EPA pamphlet "Protect Your Family From Lead in Your Home". Certification of Accuracy: By signing this lease document, the parties to this lease have through the signatures below acknowledged that they have reviewed the information above & certify, to the best of their knowledge, that the information they have provided is true & accurate.

SUBORDINA-
TION
COPY
SPECIAL
CONDITIONS

Lessee acknowledges & agrees this lease is subordinate to any present or future mortgage on these premises. Lessee acknowledges that he has read & understands both sides of this document & that he has received a copy of it. 1.) Tenants acknowledge that basement may leak water under adverse weather conditions & store personal property there at their own risk. 2.) See Attached Addendum, if applicable

POLICIES & PROCEDURES, RULES & REGULATIONS

1. Painting & Decorating: Lessor must approve all painting (including colors) IN ADVANCE in writing. If approved, Lessee shall be responsible for restoring painted walls/ceilings/woodwork back to original colors or costs to correct. A. Natural woodwork will not be painted under any circumstance: paint drips & splatter will be removed immediately & completely. B. Latex flat paint will be used on walls & ceiling in all rooms except bath & kitchen; enamel or latex semi-gloss will be used on painted woodwork everywhere & on walls & ceilings in bath & kitchen. Contact Lessor for color & type of paint. C. Under no circumstance will Lessor provide painting equipment (brushes/ rollers, ladder, etc.). These tools shall be provided by the Lessee.
2. Lessee shall not post signs or placards without Lessor's permission.
3. Maintenance: Yard, Halls, Etc. & General Rules. A. Under Wisconsin law, tenants are responsible for minor repairs, including replacement of light bulbs & fuses, & for any repairs necessitated by lessee or their invitees negligent actions, including but not limited to, broken or missing windows & screens, damaged fixtures & appliances. B. Lessee is responsible for keeping the yard neat & clean. Lessee is also responsible for keeping common hallways clean & tidy. For single, duplex & triplex properties, Lessee is responsible to keep lawn cut, trimmed & keep sidewalks free of ice & snow: if garbage carts are provided, 1st floor tenant shall be responsible for moving carts to & from pick-up point required by city ordinance. Lessee shall pay any municipal fines for noncompliance. C. Lessee shall keep premises in a clean & tenantable condition at all times. D. Lessee will save heat & avoid dust during heating months if HVAC filters are regularly replaced; this is Lessee's responsibility.
4. Pets. Lessor must approve all pets in writing. If at any time Lessor for any reason whatever feels any pet to be objectionable or improper, Lessor shall have the right to require Lessee to remove pet from the premises & the Lessee shall continue to be responsible for all rent under the lease. Pets shall be kept away from maintenance, repair, & management personnel.
5. Property left on premises. Any property Lessee leaves on premises after vacating may be considered to be abandoned & may be disposed of by Lessor, except for medical items which shall be treated in accordance with state statute 705.05(5)(am).
6. Locks, Keys, Entry. Locks will not be changed or added without Lessor's permission. Lessor is to be given a copy of new lock key & Lessee authorizes Lessor to enter premises in an emergency. If damage results to the premises because Lessor was not provided a key to new or added locks, Lessee agrees to pay for repair of said damages.
7. Lessee shall not disturb the neighbors or other Lessees.
8. Lessee shall notify Lessor if Lessee leaves the premises for a period in excess of seven days. Lessor suggests Lessee leave a lighted lamp in a window which shall be visible from the street during any absence in excess of 48 hours.
9. Appliances. If Lessor provides appliances, they are provided for Lessee's convenience only & shall not be considered part of the premises for rental purposes. Lessee shall clean appliances inside & outside thoroughly & defrost refrigerator at the time of departure from premise. If provided by Lessor, appliances may be removed upon a 12 hour notice.
10. Lessee shall not keep waterbeds on premises.
11. Lessee shall do nothing which increases the risk of freezing of pipes, fire or explosion or which will affect the validity of the Standard Fire Insurance Policy of the State of Wisconsin. Lessee shall not store/ use grills within 15 feet of the building or bring natural Christmas trees into the building.
12. Lessee shall supply light bulbs, fluorescent tubes & fuses used for their premises. Maximum of 15 amp. Fuses shall be used in apartment circuits & maximum of 25 amp. fuses shall be used in electrical main circuits.
13. Lessee is responsible for informing Lessor in writing, within 3 days of any smoke detector or carbon monoxide detector malfunction, including the need for a new battery.
14. Lessee shall not overcrowd the premises in violation of any municipal ordinance. Lessee assumes all liability including lost rent, fines & orders if ordinance is violated.

NON STANDARD RENTAL PROVISIONS

As part of the rental agreement (composed of the Rental Application, the Residential Lease with the Rules & Regulations & such other supplementary documents as the parties executed) the undersigned lessee(s) agree to pay actual charges which may be assessed against the Lessee & Lessee's security deposit for damages beyond normal wear & tear. Listed below as an informal courtesy are typical costs for various items.

1. The amount of rent due shall increase by \$50.00 for that month if full rent is not RECEIVED on or before the 1st day of the month.
2. \$200 per month additional rent per unauthorized extra person(excluding children) or animal not authorized in writing by Lessor.
3. \$25 fee for each non-sufficient funds or stopped payment check dishonored by tenant's bank (plus additional rent if applicable).
4. \$100 per lock if all keys including mail key are not delivered to Lessor upon Lessee's vacating.
5. \$75 for each garage door opener not delivered to Lessor upon Lessee's vacating.
6. All costs & lost rent in the event Lessee departs & either party re-rents the premises prior to the agreed lease end date (or any extension thereof) including, but not limited to advertising, signage, Lessor's actual costs, damages & rental commissions.
7. \$15 if Lessor or manager unlocks Lessee's unit because of lost, misplaced or forgotten keys.

8. Up to \$60 for cleaning each of Lessor's appliances left dirty by Lessee beyond normal wear & tear.
 9. \$45 per room for carpet cleaning beyond normal wear & tear if Lessee has failed to have stained &/or soiled carpets professionally cleaned upon vacating by a firm approved by Lessor, normally with truck mounted carpet cleaning unit. If Lessee had a pet in the unit, the carpets must be professionally cleaned & sanitized/deodorized.
 10. A standard charge of \$25 per hour for cleaning of vacated premises beyond one hour & repair of any damage beyond normal wear & tear for which the Lessee is responsible.
 11. Lessee will be charged for repairs beyond normal wear & tear to repair &/ or repaint marked, improperly painted, or damaged surfaces in unit. Excluding willful damage, waste, or neglect, if Lessee resided in unit less than a full 13 months, all painting costs are the responsibility of the Lessee; one half of the labor & materials cost will be charged if Lessee resided in unit more than 13 months but less than a full 25 months; if Lessee resided in unit more than 25 full months, repainting will be considered normal wear & tear. Typical cost is \$25 per hour for labor plus cost of materials.
 12. Tenant is responsible for glass breakage per Wis. Statute 704.07 (3b).
 13. Tenant shall be responsible for lost rent resulting from: 1) Lessee's pet's aggression, damage or odor as such that the premises are not re-rented without rental loss despite Lessor's normal rental efforts. 2) Lessee refuses to allow entry of premises during normal showing hours after having been given reasonable advance notice, 3) Lessee maintains condition of apartment in a manner that is not sanitary & orderly.
 14. The request for maintenance work by tenant constitutes permission for management/maintenance personnel to enter premises at reasonable times without further notice to perform the repairs.
 15. Personal property left on premises upon tenant vacating shall be charged actual & reasonable cost or value of removal, storage, &/or disposal.
 16. \$50 if Lessor or manager must arrange with utility personnel on Lessee's behalf to activate or deactivate Lessee's service after Lessee's move-in; \$50 fine shall apply each month Lessee fails to activate service in his/ her name. Lessee shall be responsible for utility costs through the end of leasehold obligation.
 17. Any security deposit withholding to off-set against damage will be actual cost if available. The above listed damage amounts are offered as an informational courtesy as to what typical "reasonable compensation" for each item or claim approximates. In the absence of actual costs, the above listed costs may apply.
 18. On a one year lease commencing during the winter period, the winter clause will not apply at the end of the initial lease period.
- I understand that if I fail to properly clean/repair my apartment upon departure I will be charged for any costs less normal wear & tear associated with returning the unit to original condition.
- I understand that if this is a sub-tenancy, (i.e., replacing a current tenant,) sub-tenant agrees to assume any unsatisfied security deposit liabilities &/ or past due rent which have accrued since the inception of the original lease.
- I have received a copy of the "Premises Condition Checklist" as part of the lease along with the Lessor's certification that, to the best of Lessor's knowledge, the premises is in rentable condition, normal wear & tear excluded, with no "billable" damage. I am aware that I have 7 days after occupancy to notify Lessor in writing of any damage or needed repairs which existed prior to occupancy & may request in writing a list of physical damages or defects if any, charged to the previous tenant's security deposit.

LESSEE'S PROPERTY, LESSEE'S DUTIES

Lessee is responsible for insuring his personal property & expressly waives any claim against Lessor for loss or damage thereto by reason of fire, flood or water damage, theft, act of God or other cause (other than Lessor's conscious act or active negligence).

Lessee agrees to assume the following duties:(1) to notify Lessor (not a tradesman working for Lessor) of needed repairs & to do so in writing, except for emergencies; (2) To allow lessor / service personnel to enter premises at reasonable time on reasonable notice to inspect, repair, improve, show, or comply with applicable laws or regulations. Lessor may enter without notice at reasonable times upon consent or request of Lessee including a request of Lessee for maintenance services or when a health, safety or repair emergency exists; (3) To use the premises only for lawful residential purposes; (4) To obey all lawful orders, rules & regulations of all government authorities; (5) To leave all alterations or improvements to the premises for Lessor's benefit; (6) Not to assign this lease or sublet premises without prior written consent of Lessor; (7) To obey & abide by the Rules & Regulations listed in Section 2 & the Non Standard Rental Provisions which are part of this lease as though fully set forth herein; (8) Failure to immediately inform Lessor of situations or conditions causing damage to premises may result in Lessee being responsible for that damage.

PREMISES CONDITION CHECKLIST: Lessor certifies as of this date that, to the best of his knowledge, the premises is in rentable condition, normal wear & tear excluded, with no "billable" damage. Lessee has 7 days to inspect the unit & to report any required repairs or to list pre-existing items Lessee feels could be construed as "billable" Failure to submit this list constitutes acceptance of the unit as having no chargeable damage at the time of initial occupancy.

704.14 NOTICE OF DOMESTIC ABUSE PROTECTIONS

704.14(1) (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 & that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

704.14(1)(a) (a) A person who was not the tenant's invited guest.

704.14(1)(b) (b) A person who was the tenant's invited guest, but the tenant has done either of the following:

704.14(1)(b)1. 1. Sought an injunction barring the person from the premises.

704.14(1)(b)2. 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant & the tenant has not subsequently invited the person to be the tenant's guest.

704.14(2) (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.

704.14(3) (3) A tenant is advised that this notice is only a summary of the tenant's rights & the specific language of the statutes governs in all instances.