

Wiechmann Enterprises Unlimited

1010 North Cass Street • Milwaukee, WI 53202
(414) 961-2002



1. Residency and Financials

1.1 RENT AND TERMS

Lease From: <<Lease Start Date>> at 3:00 p.m. Lease To: <<Lease End Date>> 11:00 a.m.

For the property known as <<Property Name>>, Specifically <<Unit Address>>

Rent Amount:<<Monthly Rent>> Security Deposit Amount: <<Security Deposit Charges>>

All Charges : <<Monthly Charges>>

Move In Date: <<Move-in Date>> Pro-Rated Rent: <<Prorated Rent>>

1.2 PARTIES, PREMISES, TERM, RENT

It is mutually agreed by and between **Wiechmann Enterprises Unlimited** Lessor, and <<Tenants (Financially Responsible)>> , <<Co-Signer(s)>> Lessee(s), jointly and severally, that Lessor does hereby lease to Lessee the following described premises in the State of Wisconsin <<Unit Address>>

for the term of and rent described above. First month's rent is due and payable on the first day of the given month and 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 and 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 and utility costs during those months or for the balance of the Lease, whichever is longer. Lessor will conform to the requirements of 704.29 regarding mitigation of Lessee expenses.

1.3 RESIDENTS

There shall be no additional parties (persons or animals) 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.

1.4 ANIMALS

<<Pet Information>>

1.5 PLACE OF PAYMENT AND 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** and papers for Lessor shall be sent to the same address.

1.6 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 and electric bills, which may include any incidental usage occurring during Lessees' liability as a result of normal property management & operation. **Lessee** shall pay municipal, sewer, water, and 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.

1.7 RENEWAL AND SHORTENED 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 and conditions of this lease. **UNDER ANY CIRCUMSTANCES**, Lessee must give and 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, signed notification to vacate. 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.

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1.8 SECURITY DEPOSIT

Lessee agrees that the security deposit in the amount set forth above shall be held by Lessor and may be commingled with Lessor's operating funds: Lessee waives interest on security deposit and on any pre-paid rent. THE SECURITY DEPOSIT IS NOT RENT and Lessee may not use it as rent, but is a deposit which will be returned to Lessee after he/she surrenders the premises and returns all keys to Lessor; premises must be left in clean condition and ready for the next occupant. By "clean condition and ready for the next occupant" is meant clean and 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 and 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 and mailed to a single address provided by the tenants in writing.

Lessee has examined and knows the condition of the premises and has received the same in good order and repair except as otherwise noted and endorsed by both parties on the reverse hereof and no representations as to the condition or state of repair have been made by Lessor except as noted and endorsed by both parties on the reverse hereof. Lessee shall have seven (7) days after the beginning of occupancy to inspect the premises and 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.

1.9 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 and leaves personal property, Lessor may presume, in the absence of a written agreement between the Lessor and the Lessee to the contrary, that the tenant has abandoned the personal property and 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).

1.10 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, and all rental costs and 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.

1.11 WAIVER

In the event either party defaults on any requirement of this lease and 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).

1.12 APPLICATION

If Lessee makes representations to Lessor on a rental application or otherwise which induce Lessor to enter into this lease and Lessor thereafter discovers one or more material falsehoods in said representations, Lessor may cancel and rescind this lease upon written notice as though this was a month-to-month tenancy.

1.13 TERMS

The terms "Lessor" and "Lessee" as used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions hereof shall bind all parties, their heirs, successors and assigns.

1.14 TAX

In the event that sales tax is enacted on rentals, that tax shall be in addition to the rental amount specified and shall be part of rent. Starting the January following execution hereof, the rental amount may be adjusted by Lessor to reflect property tax changes on a prorata basis.

1.15 RECYCLING, LEAD WARNING (APPLIES ONLY TO BUILDINGS BUILT BEFORE 1978)

Lessee agrees to abide by all Municipal and State recycling regulations and ordinances and acknowledges receipt of brochure on recycling.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the presence of known lead-based paint and/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 and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint and/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 and certify, to the best of their knowledge, that the information they have provided is true and accurate.

1.16 SUBORDINATION

Lessee acknowledges and agrees this lease is subordinate to any present or future mortgage on these premises.

1.17 COPY

Lessee acknowledges that he has read and understands both sides of this document and that he has received a copy of it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the lease date written above.

1.18 SPECIAL CONDITIONS

1.) Tenants acknowledge that basement may leak water under adverse weather conditions and store personal property there at their own risk.

2.) See Attached Addendum, if applicable

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Policies and Procedures

2.1 RULES AND REGULATIONS

1. Painting and 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.
 1. Natural woodwork will not be painted under any circumstance: paint drips and splatter will be removed immediately and completely.
 2. Latex flat paint will be used on walls and ceiling in all rooms except bath and kitchen; enamel or latex semi-gloss will be used on painted woodwork everywhere and on walls and ceilings in bath and kitchen. Contact Lessor for color and type of paint.
 3. Under no circumstance will Lessor provide painting equipment (brushes, rollers, pans, 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. and General Rules.

1. Under Wisconsin law, tenants are responsible for minor repairs, including replacement of light bulbs and fuses, and for any repairs necessitated by lessee or their invitees negligent actions, including but not limited to, broken or missing windows and screens, damaged fixtures and appliances.
2. Lessee is responsible for keeping the yard neat and clean. Lessee is also responsible for keeping common hallways clean and tidy. For single, duplex and triplex properties, Lessee is responsible to keep lawn cut, trimmed and keep sidewalks free of ice and snow: if garbage carts are provided, 1st floor tenant shall be responsible for moving carts to and from pick-up point required by city ordinance. Lessee shall pay any municipal fines for noncompliance.
3. Lessee shall keep premises in a clean and tenantable condition at all times.
4. Lessee will save heat and avoid dust during heating months if HVAC filters are regularly replaced; this is Lessee's responsibility.
4. **Animals.** Lessor must approve all animals in writing. If at any time Lessor for any reason whatever feels any animal to be objectionable or improper, Lessor shall have the right to require Lessee to remove animal from the premises and the Lessee shall continue to be responsible for all rent under the lease. Animals shall be kept away from maintenance, repair, and management personnel.
5. **Property left on premises.** Any property Lessee leaves on premises after vacating may be considered to be abandoned and 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 and 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 and shall not be considered part of the premises for rental purposes. Lessee shall clean appliances inside and outside thoroughly and 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 or use grills within 15 feet of the building or bring natural Christmas trees into the building.
12. Lessee shall supply light bulbs, fluorescent tubes and fuses used for their premises. Maximum of 15 amp. Fuses shall be used in apartment circuits and 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 and orders if ordinance is violated.

2.2 NON STANDARD RENTAL PROVISIONS

As part of the rental agreement (composed of the Rental Application, the Residential Lease with the Rules and Regulations and 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 and 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 and lost rent in the event Lessee departs and 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 and 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 and tear.
9. \$45 per room for carpet cleaning beyond normal wear and tear if Lessee has failed to have stained and/or soiled carpets **professionally cleaned** upon vacating by a firm approved by Lessor, normally with truck mounted carpet cleaning unit. If Lessee had an animal in the unit, the carpets must be professionally cleaned and sanitized/deodorized.
10. A standard charge of \$25 per hour for cleaning of vacated premises beyond one hour and repair of any damage beyond normal wear and tear for which the Lessee is responsible.
11. Lessee will be charged for repairs beyond normal wear and tear to repair and/ or repaint marked, improperly painted, or damaged surfaces in apartment. 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 and 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 and tear. Typical cost is \$25 per hour for labor plus cost of materials.

12. Lessee is responsible for glass breakage per Wis. Statute 704.07 (3b).

13. Tenant shall be responsible for lost rent resulting from: 1) Lessee's animals' 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 and 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. Lessee is responsible for proper removal and/ or disposal of any unwanted personal property, including furniture. Personal property left on premises, on the curb, alongside dumpsters, or stacked over the top of the dumpsters upon tenant vacating will result in Lessee being billed actual and reasonable cost or value of removal, storage, disposal, and/ or any and all special pick-up charges.

16. Lessee bears responsibility for keeping premises in a clean and tenantable condition at all times; this includes responsibility for any costs associated with treatment of pest infestation.

17. \$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.

18. 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.

19. On an executed one year lease with a term commencing during the winter period, the winter clause will not apply at the end of the initial lease period.

Lessee understands that if Lessee fails to properly clean/repair the apartment upon departure, Lessee will be charged for any costs, less normal wear and tear, associated with returning the unit to original condition.

Lessee understands that if this is a sub-tenancy, (i.e., replacing a current tenant,) the sub-tenant Lessee agrees to assume any unsatisfied security deposit liabilities and/ or past due rent which have accrued since the inception of the original lease.

Lessee agrees that Lessee has 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 and tear excluded, with no "billable" damage. Lessee is aware that Lessee has 7 days after occupancy to notify Lessor in writing of any damage or needed repairs which existed prior to occupancy and may request in writing a list of physical damages or defects if any, charged to the previous tenant's security deposit.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. Responsibilities

3.1 LESSEE'S PROPERTY LESSEE'S DUTIES

Lessee is responsible for insuring his personal property and 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 and 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 and 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 and abide by the Rules and Regulations listed in Section 2 and 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.

Notice: You may obtain information about the sex offender registry and 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.

3.2 PREMISES CONDITION CHECKLIST

Lessor certifies as of this date that, to the best of his knowledge, the premises is in rentable condition, normal wear and tear excluded, with no "billable" damage. Lessee has 7 days starting on the date Lessee receives keys to inspect the unit and 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.

Living Room _____

Dining Room _____

Entrance Hall _____

Bath _____

#1 Bedroom _____

#2 Bedroom _____

#3 Bedroom _____

#4 Bedroom _____

Kitchen _____

Others _____

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. General Clauses

4.1 704.14 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 and 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 and 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 and the specific language of the statutes governs in all instances.

4.2 LEASE EDITION

This is lease edition 125807072020.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS AS OF THE LEASE DATE WRITTEN ABOVE.

In consideration of Lessor's agreement to this lease, the undersigned guarantee(s) the payment of all amounts due under the lease and the performance of the covenants by Lessee.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed