

RENTAL AGREEMENT



This Agreement for the 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 Name: _____
Address: PO BOX 3716, La Crosse, WI 54602
Landlord's Agent for maintenance, management, service of process and collection of rent – (Note in "Special Conditions" if more than one agent)
Name: Biondo Rentals, LLC WWW.BIONDORENTALS.COM, 608-799-1550
Address: PO BOX 3716, LA CROSSE, WI 54602

PREMISES
PREMISES Street Address: _____ Apt: _____
 City/State/Zip: La Crosse, WI 54601

TERM
RENTAL TERM: ONE YEAR First Day of Term: _____ Last Day of Term: BY NOON
 This agreement 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 Bill	Unit Gas	Air Conditioning	Hot Water	Trash/Recycling
Included in Rent							
Separately Metered							
Cost Allocation*							

***See Special Conditions**

RENT
 Rent Amount \$ _____ per Apartment due on or before the FIRST day of each MONTH, Rent checks shall be made payable to the Landlord's Agent. Upon execution of this Agreement, Tenant agrees to pre-pay last month's rent in the amount of \$ _____. **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 Agreement, Tenant agrees to pay a security deposit in the amount of \$ _____ to be held by the Landlord's agent. The 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 described in in Wis. Stat. § 704.28(4).

SPECIAL CONDITIONS
Special Conditions: _____

CHECK-IN REPORT
 Tenant acknowledges that when Tenant commences his or her occupancy of the Premises, Landlord is required to provide an information check-in sheet containing an itemized description of the Premises at the time of check-in. 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. An information 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].

CARBON MONOXIDE DETECTOR NOTICE
 Landlord shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law. If the Premises is within a building with three or more dwelling units, Landlord shall maintain the CO detectors. If Tenant or any government inspector gives written notice to Landlord that a CO detector is not functional or has been removed, Landlord shall repair or replace the detector within 5 days after receipt of the notice. If the Premises is a one or two family dwelling, Tenant shall maintain the CO detectors in the Premises. Upon discovery that the CO detector requires maintenance, Tenant agrees to immediately either provide any maintenance necessary to make that detector functional or provide Landlord written notice regarding the required maintenance. If the Premises is within a building with three or more dwelling units, upon discovery that a CO detector in the Premises is not functional or has been removed, Tenant agrees to immediately give Landlord written notice regarding the non-functioning or missing detector.

SMOKE DETECTOR NOTICE
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 NEEDED.

AGENCY NOTICE Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord. 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://www.widocoffenders.org> or by phone at 877-234-0085. Attachments checked below are attached to this Rental Agreement and incorporated herein by reference. (see back side for additional requirements & notifications)

Attachment	✓Check	Attachment	✓Check
Guarantee/Renewal/Assignment/Sublease		Code Violations	
Rules and Regulations	✓	Real Estate Agency Disclosure	
Lead-Based Paint Disclosure & Pamphlet		Other:	
Nonstandard Rental Provisions	✓	Other:	

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on _____.
LANDLORD: _____ **TENANT:** _____

TENANT: _____

TENANT: _____

TENANT: _____

TENANT: _____

**LANDLORD'S
RIGHT TO
ENTER**

Landlord may enter the Premises occupied by the 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.

ABANDONMENT

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 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, 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 and leaves personal property, Landlord will not store the personal property. Landlord may presume the personal property owned by Tenant or by others is abandoned and may dispose of the abandoned personal property 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 the 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 know to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.5 (5)(b)].

**SALE OF
PROPERTY
LEAD-BASED
PROVISIONS**

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

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 in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify the 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. (Applicable only if the premises is a "target property" constructed before 1978)

**TENANT RULES
& OBLIGATIONS
USE**

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:

1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
2. To NOT make or permit the use of the Premises for any purpose that will injure the reputation of the premises or the building of which they are a part.
3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.
4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the premises.

**PETS
GOVT. REG.**

MAINTENANCE

7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear expected.
8. 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.

IMPROVEMENTS

9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
 - a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.
 - b. Alter or redecorate the Premises.
 - c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
 - d. Attach or affix anything to the exterior of the Premises without prior written consent of Landlord.

**GUEST
NEGLIGENCE**

10. To NOT permit any guest or invites to reside in the Premises without prior written consent of Landlord.
11. 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.
12. To NOT assign this 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 Agreement.

**VACATION OF
PREMISES
RULES**

13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.
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 agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.

**DAMAGE BY
CASUALTY**

If the Premises are damaged by fire or other casualty to a degree that renders them un-tenantable, 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 un-tenantable, Landlord shall repair them as soon as reasonably possible.

**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 Agreement [per Wis. Stat. § 704.07(2) (bm)]. The Premises do **NOT** contain any of the following

**CONDITIONS
AFFECTING**

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

HABITABILITY 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.

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