

Eastmore Real Estate - SAMPLE LEASE

(Updated as of 3/20/17)

Rent is payable at and service of process is at Landlord's address. Rent is due and payable on the FIRST day of each month (see late fee schedule in Non Standard Rental Provisions attached). Utility charges, other than telephone, are included in rent except; electricity, cooking gas.

RENEWAL OF LEASE TERMS: The renewal of this lease is automatic and tenancy beyond the term hereof shall be on a month-to-month basis under the terms and conditions of this lease with the **PROPER NOTICE TO VACATE**. Tenant and Landlord agree that a **PROPER NOTICE TO VACATE is a written two (2) full calendar months notice properly served by Tenant and received by Landlord on or before the First day of the month two months prior to the lease expiring. Tenant and Landlord also agree that on a month-to-month tenancy Tenant will not move-out during the months of October 1st through the last day in February of any given year.** A late payment of \$50 will be assessed if rent is not received by the 3rd of the month. Should Tenant give Landlord a notice for a period shorter than two full calendar months or with a vacate date during the term of the lease, that notice will be an IMPROPER NOTICE. Should Tenant vacate the premises prior to the end of the normal period, Landlord will make reasonable effort to re-rent the premises including installing a sign on the building, placing an ad in the newspaper, receiving telephone calls, showing the premises and receiving and reviewing rental applications. Sec. 704.29 (2) Wis. Stats. allows Landlord to recover "all reasonable expenses incurred to re-rent the premises, including but not limited to, listing and advertising costs incurred in re-renting and attempting to re-rent."

SECURITY DEPOSIT: Tenant's security deposit will be held by Landlord. Within 21 days after move out date, landlord will mail the deposit less any amounts withheld, to tenants last known address. If any portion of the deposit is withheld, Landlord will provide an itemized statement describing any damages and accounting for any amount withheld. Failure to return the deposit or a statement of the deductions within the 21 days will result in the waiver of any claim against the deposit. The reasonable cost of repairing any damages caused by Tenant, normal wear and tear excepted, will be deducted from the deposit, as well as any amounts allowed in Wis. Stat. 704.28(1). Tenant has 7 days after beginning of the lease term to notify Landlord in writing of damages or defects in the premises. No deduction from Tenant's security deposit shall be made for any damages or defects of which notification is given. Landlord will give Tenant a written description of any damages charged to the previous tenant's security deposit, if requested in writing. It is agreed that no interest shall accrue to the tenant on the security deposit, and that the security deposit need not be retained in any trust fund, but may be comingled with the assets of the landlord/lessor and used in its operation. Tenant may not use the security deposit as payment of the last month's rent.

TENANT TO VACATE - DAMAGES ON FAILURE TO VACATE: Tenant agrees to vacate the premises at the end of the lease term or the extended lease term and promptly deliver the keys to Landlord. Failure of Tenant to vacate as agreed may cause Landlord and New Tenant substantial damages. Tenant may be subjected to substantial money damages, the minimum according to state law, shall be twice the rented value apportioned on a daily basis for the time the tenant remains in possession. Actual damages may be much larger. Tenant agrees and understands that time is of the essence as it relates to vacating.

LANDLORD'S RIGHT TO ENTER, WITH OR WITHOUT NOTICE TO TENANT: Landlord may enter the premises at reasonable times and with a 12 hours notice, with or without Tenant's permission to inspect the premises, make repairs, show the premises to prospective tenants or purchasers or to comply with any applicable law or regulation. Landlord may enter with less than 12 hours notice advance, upon specific consent of Tenant. No advance notice is required for entry in a health or safety emergency or where entry is necessary to preserve and protect the premises from damage in Tenant's absence.

ABANDONMENT OF PREMISES AND PERSONAL PROPERTY BY TENANT: If Tenant vacates or is evicted from the premises before the expiration of the lease term, Landlord shall make reasonable efforts to re-lease premises and shall apply any rent received, less all costs incurred, including advertising, to the rent due or become due on this lease, and Tenant shall remain liable for any deficiency. If Tenant is absent from the premises for three successive weeks without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned. If Tenant shall leave any property after vacation or eviction of the premises, Tenant shall be deemed to have abandoned the property. Landlord will not hold any property left by the tenant and such property will be deemed abandoned and will be disposed of. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted, except for prescription medication or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If tenant abandons a manufactured or mobile home or a titled vehicle, landlord will give tenant and any other secured party that landlord is aware of, written notice of intent to dispose of the property by personal service, regular mail, or certified mail to tenant's last known address, prior to disposal

NOTICE OF DOMESTIC ABUSE PROTECTIONS

(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.

TENANT'S OBLIGATION, RULES AND USE OF PREMISES: To use the premises for residential purposes only by Tenant and those persons listed on the rental lease. Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are part. Not to use or keep in or about the premises anything which would adversely affect the coverage of the premises or building of which they are part under a standard fire and extended insurance policy. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the premises are located. Not to keep in or about the premises any Pet. To obey all lawful orders, rules and regulations of all governmental authorities. To keep the premises in clean and tenantable condition and in as good of repair as at the beginning of the lease term, normal wear and tear excepted. If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from Tenant's failure to do so, shall be liable for this damage. Not to paint, decorate, attach, exhibit or display in or about the premises any sign or placard. Not to apply any contact paper or adhesive devices to any surface in the premises. Not to drive nails, tacks, screws or any fasteners on or into any ceiling, floor or woodwork. Not to attach or affix anything to the exterior of the premises of the building. Tenant not to make any modifications to the Premises without the prior written consent of the Landlord. Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision, Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive the Landlord's right to terminate Tenant's tenancy for violating this provision.

CRIMINAL ACTIVITY PROVISION: Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in criminal activity, including drug-related activity, in the Premises or on the property. Pursuant to Wis. Stat. 704.17(3m), Landlord may terminate the tenancy of the Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after giving the tenant notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health and safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is victim, as defined in Wis. Stat. 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

GUESTS AND NEGLIGENCE: Not to permit any guest or invitee to reside in the premises for any period exceeding one week without prior written consent of Landlord. To be liable for all acts of negligence or breaches of this lease by Tenant and Tenant's guests and invitees.

BREACH OF LEASE: Should Tenant neglect or fail to perform and observe any of the terms of this lease, Landlord shall give Tenant a written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of the notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the lease premises without limiting the liability of the Tenant for the rent due or to become due under this lease. If Tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises, and within one year of such previous breach, Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant on or before 14 days

after the giving of the notice. This section does not apply to the termination of tenancy pursuant to Wis. Stats. 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy.

DAMAGE BY CASUALTY: If the premises are damaged by fire or other casualty to a degree which renders them un-tenantable, Tenant may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the premises and if repairs are not made this lease shall terminate. If the premises are damaged to a degree which does not render them un-tenantable Landlord shall repair them as soon as possible.

LIABILITY OF EACH AND EVERY (MULTIPLE) TENANTS: All Tenants, if more than one shall be jointly and severally liable for the full amount of any payments due under the Lease and for the fulfillment of all of the terms and conditions of this lease.

NON-LIABILITY OF LANDLORD: Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss or damage which Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or damages caused by bursting or leaking pipes or back up sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances and/or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

NO WAIVER: Acceptance by lessor/landlord by one or more delinquent payments or rent or other charges does not constitute a waiver by the landlord of that default or any other default under this lease, nor shall any waiver of any breach or default be claimed or pleaded by tenant to excuse any future breach or default, including failure to make timely payment of rent.

STANDARD LEASE RIDER:

1. Tenant and Landlord agree that a PROPER NOTICE TO VACATE is a written two (2) full calendar month notice properly served by Tenant and received by Landlord on or before the **First day of the month**, two months before the expiration of the lease. The following two (2) months is the NORMAL NOTICE PERIOD. Landlord shall give Tenant a two (2) full calendar month notice to increase rent.

2. Should Tenant give Landlord a notice for a period shorter than two full calendar months, that notice will be an IMPROPER NOTICE. Should Tenant vacate the premises prior to the end of the normal period and not pay rent for the entire normal notice period, Landlord will make reasonable effort to re-rent the premises including installing a sign on the building, placing an ad in the newspaper, receiving telephone calls, showing the premises and receiving and reviewing rental applications. Sec. 704.29(2) Wis. Stats, allows Landlord to recover "all reasonable expenses of listing and advertising incurred in re-renting and attempting to re-rent."

3. Tenant is required to have carpeting or rugs on the varnished hardwood floors in the living room, dining room, bedroom (s) and hallways to cover and protect normal traffic areas. Tenant may not smoke in the rental unit, unless tenant provides a smoke eater in the apartment home and uses it at all times. If lease term is shorter than six months, tenant may not hang or affix anything to or on any walls, doorway or woodwork in the apartment home.

4. Tenant may not have a water bed in the apartment.

5. Laundry equipment may not be used or installed in the apartment or any common area of the building, unless authorized by the Landlord.

6. Tenant may not use the security deposit for any portion of the last month's rent.

7. Tenant agrees to pay a pro-rated amount, as rent, for occupancy prior to the first day of the lease. This pro-rated rental does not apply to occupancies which extend beyond the expiration of the lease term. See number 11 below.

8. Tenant agrees not to paint any surface in the apartment without written permission of the Landlord. No adhesive picture hangers or other devices may be used in the unit. Contact and wallpaper are also prohibited.

9. Tenant accepts full responsibility for any and all damages to the premises, locker storage area, and all other common areas including parking spaces which have been caused directly or indirectly by Tenant or Tenant's guests during the term of the lease. Such damages exclude normal wear and tear. Tenant agrees to return to Landlord the information check-in sheet, a written statement of condition of the premises, within seven days of initial occupancy.

10. When vacating the premises, Tenant agrees to schedule both a preliminary move-out inspection and a final move-out inspection with Landlord or manager to assess damages and cleanliness. Tenant or Tenant's authorized agent, must be present at the time of both inspections. Should the premises, appliances, carpeting/floor, storage locker and parking space not be in satisfactory condition at the time of final move-out, Tenant accepts full financial responsibility for professional contract cleaner services including, but not limited to base job rates, travel charges, special overtime/weekend, holiday or rush cleaning rates or other such charges necessary to assure a proper, clean and timely presentation of the premises to the subsequent Tenant. In the event the final move-out inspection begins after 12:00 noon on the day of the expiration of the lease due to delays on the part of the Tenant, the Tenant becomes a holdover Tenant and is liable for all amounts set forth in the Sec. 704.27, Wis. Stats.

11. Tenant and Landlord agree that the tenancy and occupancy, as agreed to in the lease, expires on 12:00 Noon on the final date of the lease term or extended lease term.

12. All charges accruing under the terms of the lease and the rider including, but not limited to, any late payment fees, unpaid rent, cleaning expense, and other fees will be deducted from Tenant's security deposit with any overages to be billed directly to Tenant.

13. Should any damages be caused by Tenant or his invitees/visitors/licenses prior to vacating, Landlord may deduct the cost of repairing such damage from Tenant's security deposit immediately upon completion of the repair. Tenant must then replenish the security deposit in a like manner. If the security deposit is not replenished, the amount due for repairs becomes collectable as additional rent and Landlord may pursue collection accordingly.

14. All personal property kept, stored or maintained within the premises, parking area and storage locker by the Tenant shall be at Tenant's sole risk and Landlord shall not be held liable to Tenant for any loss or damage to personal property of Tenant unless such damage is due to negligent acts or omissions of landlord. **TENANT IS STRONGLY ENCOURAGED TO SECURE "RENTER'S INSURANCE."**

15. Between annual battery replacements, tenant must maintain a serviceable battery in detector. If, during annual inspection by Landlord, no battery is found in smoke detector, Tenant agrees to pay a \$15.00 fine.

16. Tenant shall test detector battery regularly and report other problems to Landlord.

17. Tenant may not change any locks on the apartment door. The costs to have locks changed to a master lock will be charged back to the tenant.

18. During the initial move in Landlord will provide to Tenant a fuse and show Tenant how to change same. It is the Tenant's responsibility to buy and change all fuses for the apartment. Maximum of 15 amp. fuses shall be used in apartment circuits and maximum of 25 amp. fuses shall be used in electrical main circuits.

Nonstandard Rental Provisions

As part of the rental agreement (composed of the Rental Application, the Lease with Standard Lease Rider and such other supplementary documents as the parties executed) Tenant must initial each provision below. The undersigned tenant(s) agree to the following charges and costs which may be assessed against the security deposit:

1. Tenant(s) agrees to pay Landlord, **as additional rent**, a late payment charge of \$50, if rent is not received by the 3rd of the month.

2. Tenant shall pay to Landlord, as additional rent and expense reimbursement, a service charge of \$25.00 for any payment that is returned to Landlord marked NSF - Non Sufficient Funds. Furthermore, the late payment charge of \$50 will also be assessed.

3. Should Tenant give Landlord an NSF check for a second time, all successive payments must be made by money order or certified check.

4. Should Tenant need Landlord to unlock the premises because of lost, forgotten or misplaced keys, Tenant shall pay a cash service fee directly to the assisting Eastmore employee of \$40 during normal business hours and \$60 after hours or weekends. If cash is unavailable, tenant may be charged \$70.

5. During the heating season all storm windows must be kept closed. A reimbursement for costs incurred of \$12.00 per day, per open storm window, will be charged against the tenant.

6. Tenant will be responsible for the following charges for cleaning and repairs that will be required should Tenant fail to clean/maintain the apartment properly during tenancy. Eastmore Real Estate will bill back charges at actual cost incurred or at Eastmore Real Estate's hourly staff rate of \$46.50 per man hour plus material costs. Cleaning - \$ Actual cost or staff rate, Lock change - \$ 50.00 (Note: Any unreturned key will require a lock change for security reasons). Replace burned out or missing light bulbs - \$ 4.00 each. Replace missing keys \$10.00. Repair windows - \$ 50.00. Drywall or plaster repair due to excessive nail hole damage - \$ 25.00 per wall. Painting (due to damage or unauthorized painting in unit) - \$ Actual cost or \$100.00 per room. Carpet (beyond normal wear and tear) - \$Actual cost. Removal of abandoned personal property - \$ Staff rate; minimum 1 hour charge. Special trash pick-up - \$ Actual cost

I understand that if I fail to properly clean my apartment upon departure, I will be charged the above charges (or higher actual costs of repair if applicable). I am aware I have 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 is any, charged to the previous Tenant's security deposit.