

### APARTMENT LEASE

1. This Lease shall be governed by, and construed in accordance with the laws of the state of Wisconsin. Any law suit, and venue for any cause of action arising from or relating to this Lease or this tenancy, shall be brought only in Dane County, Wisconsin. This Lease of the apartment identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

2. Tenant: \_\_\_\_\_ Landlord: \_\_\_\_\_

3. \_\_\_\_\_ Agent For: Rebecca M. Anderson  
4. \_\_\_\_\_ Management 22 Langdon St., #101  
5. \_\_\_\_\_ Maintenance is Madison, WI 53703  
Rent Collection (608) 255-6550  
Service of Process office@laketowne.com

6. Building Address: \_\_\_\_\_ Apartment Number: \_\_\_\_\_

7. \_\_\_\_\_ Lease Term: \_\_\_\_\_

*Madison Dane County Wisconsin* First Day of Lease Term: \_\_\_\_\_

8. RENT of \$ \_\_\_\_\_ per month. Last Day of Lease Term: \_\_\_\_\_

Discount of \$ \_\_\_\_\_ per month **if paid on or before the first of each month.** (Note: This lease is not automatically renewable, except if month to month, and must be negotiated.)

9. Payable at 22 Langdon St., #101, Madison, WI 53703 on or before the first of each month during the term of this Lease, or at a designated address. Utilities: all are included unless herein specified: \_\_\_\_\_

**RENT PAID AFTER THE 1<sup>ST</sup> IS NOT DISCOUNTED.** Tenant acknowledges receipt of the following addenda as part hereto of this Lease Agreement:

10. Any returned checks are subject to a \$35.00 fee and considered delinquent (discount does not apply.) Rules and Regulations \_\_\_\_\_ Smoke Detector Form \_\_\_\_\_  
Check-In Form \_\_\_\_\_ Non Standard Provisions \_\_\_\_\_  
Recycling Information \_\_\_\_\_

11. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a written or electronic receipt for cash payments of rent. All Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under the Lease. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Lease. Other Landlord or Tenant obligations: \_\_\_\_\_

12. Upon execution of this Lease, Tenant shall or has paid earnest monies in the amount of \$ \_\_\_\_\_ to be held by Lake Towne Apartments. The deposit, less any amounts withheld including any late rent, will be mailed or delivered to the Tenant as provided in Wis. Stat. 704.28. Tenant is responsible for giving Landlord new address.

13. Tenant shall not assign this Lease nor sublet the Premises or any part thereof without prior 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 Lease, see addendum A.

14. Tenant agrees to vacate the premises at the end of the Lease term or the extended Lease term and promptly deliver the keys to the Landlord, or be subject to a key charge, see addendum A.

15. Landlord may enter the premises at reasonable times with 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. 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. No advance notice is required when Tenant requests maintenance on the Premises, when maintenance is completed within 48 hours (standard business hours).

16. Unless otherwise agreed to in writing, the Landlord will not store any personal property that Tenant leaves behind when Tenant moves or is evicted from the Premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for 7 days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of intent to dispose of the vehicle to the Tenant, and any secured party of which the Landlord has actual knowledge, personally or by regular mail.

17. If Tenant unjustifiably moves 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 the Landlord, and less any net rent received by Landlord, in re-renting the Premises. If the Tenant is absent from the Premises for 3 consecutive weeks without written notice to Landlord, Landlord may deem, at their sole discretion, that the Tenant has abandoned the Premises, and proceed to re-rent the Premises.

18. During the lease term, as a condition to Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises:
1. To use the Premises for residential purposes only by the Tenant.
  2. Not to make or permit use of the Premises (by Tenant or invitees) for any unlawful purpose or any drug/alcohol purpose that would be illegal.
  3. Not to keep in or about the Premises anything which would adversely affect coverage of the Premises or the building of which they are a part under a standard fire and extended insurance policy. Landlord is not responsible for Tenant property if lost, stolen or damaged.
  4. Invitees may visit the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of invitees is not excessive for the size of the Premises. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or invitees.
  5. To maintain a reasonable amount of heat in cold weather to prevent damage to the Premises if obligated to pay heat for the Premises. If damage results from Tenant's failure to maintain reasonable amount of heat, Tenant shall be liable for this damage and other affected areas of the building.
  6. Maintain the Premises under Tenant's control in a clean and tenantable condition and in good repair for the term of the Lease or as subsequently improved by the Landlord, normal wear and tear excepted. Tenant is responsible for repair cost thereof where the repairs were a direct cause of Tenant neglect or waste.
  7. To not make excessive noise or engage in activities which unduly disturb neighbors or other Tenants in the building.
  8. To not permit, in or about the Premises, any pets unless specifically authorized by Landlord in writing.

19. Pursuant to MGO 23.05, smoking is prohibited in the common areas of the building including, but not limited to, lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, and enclosed parking facilities. Landlord reserves the right to prohibit smoking on the Premises completely at any time should it be causing damage to the Premises or become a disturbance to other occupants.

20. Unless Tenant has received specific written consent from Landlord, Tenant shall not:  
a. Paint upon, attach, exhibit or display in or about the Premises any sign or placard, including windows and yards.

- b. Alter or redecorate the Premises.
- c. Drive nails, tacks, screws or apply other fasteners (sticky hooks, poster putty, double-side tape) on or into any wall, ceiling, floor or woodwork.
- d. Attach or affix anything to the exterior of the Premises or the building in which it is located.

21. NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in section 106.50(5m)(dm) of Wis. statutes, a Tenant has a defense to an eviction 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 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 a 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 Wis. statutes. If the Tenant has a safety concern, 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 statute governs in all instances.

- 22. If the Premises are damaged by fire or other casualty to a degree which renders them untenable, unless fault of the Tenant, 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 untenable Landlord will make repairs as soon as possible. Tenant is responsible for costs to repair any damage associated with their behavior.
- 23. Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Any failure by Tenant to comply substantially with the rules is a breach of the lease. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the amendment is delivered to Tenant. The Rules & Regulations (Addendum A) and Non-Standard Provisions (Addendum B) are made a part hereto of this Lease Agreement.
- 24. Tenant shall not add or change locks without consent of the Landlord. Improper denial of access of the Premises is a breach of the Lease.
- 25. Tenant shall not assign this lease or sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld.
- 26. This Lease may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Lease and enter a new Lease instead of renewing it, assigning it or subleasing the Premises at the discretion of the Landlord.
- 27. Tenant must clean the Premises upon move-out to a subsequent move-in condition as deemed by the Landlord, see Addendum A.
- 28. Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and ordinances including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter AG 134, and local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises including local housing codes.
- 29. The Premises, and the building of which they are a part, are not currently cited for uncorrected building or housing code violations unless a copy of such notices or uncorrected code violations are attached to this agreement. The Premises do not contain any of the following conditions adversely affecting habitability unless listed under Special Provisions: 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 degrees in 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.
- 30. Property built before 1978 may contain lead-based paint hazards, information will be supplied or call 1-800-424-LEAD.
- 31. Landlord promises to \_\_\_\_\_ no later than \_\_\_\_\_. Time being of the essence as to completion of promises does not apply due to causes beyond Landlord's control. Landlord will give timely notice of any delay.

**The provisions of this Lease are severable: if any provision to this Lease is declared invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and shall be enforceable without regard to the invalid or unenforceable provision.**

32. Special Provisions: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Lease on \_\_\_\_\_, 20\_\_\_\_\_.

<p>33. <b>GUARANTEE</b></p> <p>In consideration of Landlord's agreement to this Lease the undersigned guarantee(s) the payment of all amounts due under this Lease and the performance of the covenants by Tenant.</p> <p>Date: _____, 20_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Landlord</b></p> <p>_____</p> <p><b>Tenant(s)</b></p> <p>_____</p> <p>_____</p> <p>_____</p>
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**ASSIGNMENT, ACCEPTANCE AND CONSENT (Subletting Agreement ONLY)**

- 34. Tenant hereby assigns all Tenant's right, title and interest in and to this Lease and in consideration of the consent to the assignment by Landlord, Tenant guarantees the performance by said Assignee of all obligations of the Tenant.
- 35. In consideration of the assignment and the consent of the Landlord, Assignee hereby assumes all obligations of Tenant in this Lease.
- 36. LANDLORD HEREBY CONSENTS TO THIS ASSIGNMENT AND ACCEPTANCE. IN WITNESS WHEREOF, the parties have executed this assignment and acceptance on \_\_\_\_\_, 20\_\_\_\_\_.
- 37. Landlord: \_\_\_\_\_
- 38. Assignee(s): \_\_\_\_\_
- 39. Tenant(s): \_\_\_\_\_