

RESIDENTIAL LEASE

Drafted by Attorney Thomas Frenn

1 This lease was drafted by James B. Schulhof Schulhof Property Management who represents Landlord
2 (individual) (firm)

3 This lease of the Premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

5 TENANT: ( adults and children) LANDLORD:
6 Agent for Schulhof Property Management LLC
7 (name)
8 825 North 16th Street
9 (address)

10 PREMISES: Building Address Milwaukee, WI 53233
11 (city, village, town) (state) (zip)
12 (street)
13 Milwaukee, WI 53233
14 (city, village, town) (state) (zip)

15 :Apartment/room/unit
16 : Other
17 :Included furnishings/appliances: refrigerator, range, oven
18 other (list or attached addendum)
19 Agent for Same As Above
20 collection of rents (name)
21 (street)
22 (city, village, town) (state) (zip)

23 RENT: Rent of \$ for Premises and TERM:
24 \$ for other (specify )
25 is due on 1st day of each month and is payable at
26 825 North 16th Street, Milwaukee, WI 53233
27 For a term: Beginning on
28 If rent is received or postmarked after 5th day of month and continuing to
29 the Tenant shall pay a late fee of \$ 50.00 (NOTE: A lease for a fixed term expires without further notice.

30 Charges incurred by Landlord for Tenant's returned checks If tenancy is to be continued beyond this lease term, parties
31 are payable by Tenant. Landlord shall provide a receipt for should agree and make arrangements for this in advance of
32 cash payments of rent. All tenants, if more than one, are the Lease expiration.)
33 jointly and severally liable for the full amount of any

34 payments due under this Lease unless this sentence is UTILITIES: Check if paid by: Landlord Tenant
35 stricken. Acceptance of delinquent payment does not Electricity
36 constitute a waiver of that default or any other default under Gas
37 this Lease. Heat
38 Other Landlord or Tenant obligations: Air conditioning
39 Any tenant check returned by bank for any reason will Sewer/water
40 result in a fee of \$50.00 payable upon demand. Hot Water
41 Trash
42 Other

41 If utilities or services payable by Tenant are not separately
42 Metered, Tenant's share of payments are allocated as follows:
43

44 SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall pay a security deposit in the amount of \$ \*\* to be held by
45 . The deposit, less any amounts legally withheld, will be returned in person or mailed
46 to Tenant's last known address within 21 days as required by law after Tenant surrenders the Premises. If any portion of the deposit is
47 withheld, Landlord will provide any accompanying itemized statement describing any damage with the cost or estimated cost of repair
48 or replacement and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for
49 which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven days from
50 the beginning of the term of the Lease to notify Landlord of any additional damage or defect existing prior to the Tenant's occupancy or
51 request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit and no deduction from
52 the security deposit shall be made for any such damage or defect of which written notification is given within the time stated. Tenant
53 may not use the security deposit as payment of the last month's rent without the written permission of Landlord.

54 TIME IS OF THE ESSENCE as to: delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease
55 or before vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this
56 Lease or by law; (Strike any parts not applicable).

57 Special Provisions: Time is of the essence means that a deadline must be strictly followed.
58 If parking is desired by lessees after the signing of this lease, a form known as "Addendum B" will be
59 signed and incorporated into this lease by both parties.
60 \*\* The remainder of the Earnest money, \$ .00 will be required from lessee, to be paid to lessor on or
61 before . This Earnest money will be applied toward the security deposit.

62 Pets are not permitted. Water beds are not permitted.
63 Special Provisions relating to pets: No Pets!!

64 THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE OR ATTACHED HEREOF
65 COPY OF LEASE AND RULES: Landlord has previously provided Tenant a copy of the lease and any rules relating to premises at time of
66 application. Landlord shall give Tenant a copy of this Lease and any rules relating to the Premises when this Lease is signed by Tenant.
67 Landlord shall give Tenant the check-in sheet, keys, and , on or before commencement of this Lease.

68 NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

70 GUARANTEE
71 In consideration of Landlord's agreement to lease the Premises,
72 undersigned guarantee(s) payment of all amounts due under this
73 Lease and performance of all covenants of Tenant. This Guarantee
74 is irrevocable and is not affected by modification of this Lease.
75
76 (name) (date)
77 (name) (date)
78 (address)
79 (name) (date)
80 (name) (date)
81 (address)

IN WITNESS WHEREOF, the parties have executed this Lease.
LANDLORD/AGENT
(name) (date)
TENANT
(name) (date)
(name) (date)
(name) (date)
(name) (date)

84 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and  
85 ordinances, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code ATCP Chap. 134, and applicable local  
86 ordinances.  
87 Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.  
88 **POSSESSION; ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided herein.  
89 Tenant shall vacate the Premises and return all of the Landlord's property promptly upon the expiration of this Lease, including any extension  
90 or renewal, or its termination in accordance with its terms or the law. A tenant surrenders the premises on the last day of tenancy provided  
91 under this lease, except that: (1) If the tenant vacates before the last day of tenancy provided under this lease, and gives that landlord  
92 written notice that the tenant has vacated, surrender occurs when the landlord receives the written notice that the tenant has vacated. If  
93 the tenant mails the notice to the landlord, the landlord is deemed to receive the notice on the second day after mailing. (2) If the tenant  
94 vacates the premises after the last day of tenancy provided under this lease, surrender occurs when the landlord learns that the tenant  
95 has vacated.  
96 If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for  
97 Tenant's breach of this Lease, Landlord shall make reasonable efforts to rent the Premises and apply any rent received, less costs of  
98 re-renting, to Tenant's obligations under this lease. Tenant shall remain liable for any deficiency.  
99 If Tenant is absent from the Premises for two successive weeks without notifying Landlord in writing of this absence, Landlord may deem the  
100 Premises abandoned unless rent has been paid for the full period of the absence.  
101 If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have  
102 abandoned the property and Landlord shall deal with it as provided by the law, section 704.05(5), Wis. Stats.  
103 **GUESTS:** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the  
104 Premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors of or tenants in the building in which the  
105 Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire  
106 and extended insurance policy.  
107 Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other  
108 occupants, and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than  
109 two weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property  
110 damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are  
111 located by Tenant or Tenant's guests and invitees.  
112 **MAINTENANCE:** Landlord, under sec. 704.07, shall keep the structure of the building in which the Premises are located and those  
113 portions of the building and equipment under Landlord's control in a reasonable state of repair.  
114 Tenant shall maintain the Premises under Tenant's control clean and in as good general condition as they were at the beginning of the  
115 term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant shall not, without permission in the building  
116 rules or specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the  
117 Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the  
118 exterior appearance of the Premises or the property of which it is a part.  
119 Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises  
120 shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which they are located.  
121 Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors as required under  
122 the rules of the Dept. of Commerce-Division of Safety & Buildings and each part shall fulfill its responsibilities under those rules.  
123 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are  
124 located. Any failure by the Tenant to comply substantially with the rules is a breach of the Lease and may result in eviction of the Tenant.  
125 Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the  
126 property. No such amendment may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is  
127 part. A copy of the rules will have been given to the Tenant at the time of application and at the time of signing the Lease.  
128 **BREACH; TERMINATION:** Failure of either party to comply substantially with any material provision hereof is a breach of the Lease.  
129 Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Landlord shall give Tenant written notice of such  
130 breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and  
131 if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased  
132 Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice  
133 and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach, Tenant  
134 commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to  
135 vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to  
136 any lease term. If Landlord commits a breach, Tenant has the rights, under chap. 704, Wis. Stats., including secs. 704.07(4) and 704.45,  
137 and under Wisconsin Administrative Code ATCP Chap. 134.  
138 **CODE VIOLATIONS; ADVERSE CONDITIONS:** If the Premises or the building in which they are located are currently cited for  
139 uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold  
140 running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe  
141 electrical system, or hazardous conditions or structure) these are listed under Special Provisions, or a separate addendum to this  
142 Lease, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Lease is signed or any deposit accepted.  
143 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may  
144 terminate the Lease or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to their prior condition.  
145 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  
146 which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.  
147 **REPAIRS:** Any promise of Landlord made before execution of this Lease to repair, clean or improve the Premises, including the  
148 promised date of completion, is listed under Special Provisions or a separate addendum to this Lease. Time being of the essence as to completion of  
149 repairs does not apply to any delay beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.  
150 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant at reasonable times with 12 hours advance notice to  
151 inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or  
152 regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if  
153 Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from  
154 damage.  
155 Neither part shall add or change locks without providing the other party keys to permit access to the Premises. Improper denial of  
156 access to the Premises is a breach of the Lease.  
157 **CONTINUATION OF LEASE:** If the Tenant continues to occupy the Premises after the expiration of this Lease and makes a timely  
158 payment of rent, the Tenant shall be a month-to-month Tenant unless another agreement is signed.  
159 **ASSIGNMENT, SUBLEASE; CHANGES:** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the  
160 written consent of Landlord, which will not be unreasonably withheld.  
161 This Lease may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Lease and  
162 enter a new lease instead of renewing it, assigning it or subleasing the Premises.

163 **ASSIGNMENT, SUBLEASE: CONSENT**

164 Tenant hereby assigns/subleases Tenant's rights under this Lease to \_\_\_\_\_ . In consideration of  
165 Landlord's consent to this assignment/sublease, tenant guarantees the performance by the assignee/sublessee of the obligations of the  
166 Lease. Landlord consents to this assignment/sublease. In consideration of the assignment/sublease and Landlord's consent,  
167 \_\_\_\_\_ hereby assumes all obligations of Tenant under this Lease.

168 IN WITNESS WHEREOF, the parties have executed this assignment/sublease, acceptance and consent.

169	TENANT: _____	LANDLORD: _____
170	(name) (date)	(name) (date)
171		ASSIGNEE/SUBLESSEE
172	(name) (date)	
173		(name) (date)
174	(name) (date)	(name) (date)
175		(name) (date)
176	(name) (date)	(name) (date)