



RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether
2 one or more) on the following terms and conditions:

3 **TENANT:** (_____ adults and _____ children)
4 _____
5 _____
6 _____

LANDLORD: HSI Rentals - Robert Freiermuth,owner
Agent for HSI Rentals 262-949-2390
service of (name) (phone)
process P.O. Box 126
(address)

7 **PREMISES:** Building Address
8 _____
(street)
9 _____
(city, village, town) (state) (zip)

Whitewater WI 53190-0126
(city, village, town) (state) (zip)
Agent for HSI Rentals 262-949-2390
maintenance, (name) (phone)
management P.O. Box 126
(address)

10 Apartment/room/unit: _____
11 Included furnishings/appliances: refrigerator, range, oven
12 List other: _____
13 List of addendum(s) attached: _____

Whitewater WI 53190-0126
(city, village, town) (state) (zip)
Agent for HSI Rentals 262-949-2390
of rents (name) (phone)
P.O. Box 126
(address)

14 **RENT:** Rent of \$ _____ for Premises is due
15 First Payment of \$ _____ is due _____
16 Second Payment of \$ _____ is due _____
17 other terms: _____
18 and is payable to:

Whitewater WI 53190-0126
(city, village, town) (state) (zip)

TERM:
For a term of _____ months beginning on _____,
and ending on _____.
NOTE: An Agreement for a fixed term expires without further
notice. If tenancy is to be continued beyond this term, parties
should make arrangements for this in advance of the expiration.

19 HSI Rentals, P.O. Box 126, Whitewater WI 53190-0126
20 If rent is received after the dates listed above.
21 the Tenant shall pay a late fee of \$ 100.00 per tenant.
22 Charges incurred by Landlord for Tenant's returned checks are
23 payable by Tenant. Landlord shall provide a receipt for cash
24 payments of rent. **All tenants, if more than one, are jointly and**
25 **severally liable for the full amount of any payments due**
26 **under this Agreement.** Acceptance of a delinquent payment
27 does not constitute a waiver of that default or any other default
28 under this Agreement. Other Landlord or Tenant obligations:
29 _____

UTILITIES: Check if paid by:

	Landlord	Tenant
Electricity	_____	_____
Gas	_____	_____
Heat	_____	_____
Air Conditioning	_____	_____
Sewer/Water	_____	_____
Hot Water	_____	_____
Trash	_____	_____
Other <u>Cable / Internet</u>	_____	_____

30 **PARKING:** Strike either (a) or (b) No. of spaces _____
31 (a) is included in rent
32 (b) is to be paid by tenant at a rate of \$ _____ per stall per year

If utilities or services payable by Tenant are not separately
metered, tenant's share of payments are allocated as follows:

33 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ _____ to be held by Landlord or
34 Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set
35 forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The
36 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for
37 each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost
38 for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set
39 forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

40 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of
41 their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if any, charged against
42 the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the
43 previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from
44 when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need
45 not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet.
46 Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

47 **NOTICE TO VACATE: Lease for Term** - No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term.
48 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original
49 lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy** - Written notice must be received by the other party at least twenty-eight
50 (28) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from
51 the first day of a calendar month through the last day of a calendar month.

52 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including
53 Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations
54 related to the Premises, including local housing codes.

55 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit
56 is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the
57 premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

58 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect
59 Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance
60 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

61 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the
62 Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.
63 *Time is of the essence* means that a deadline must be strictly followed.

64 **SPECIAL PROVISIONS:** _____
65 _____

66 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review
67 prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

68 **Pets and water beds are not permitted unless indicated otherwise in writing.**
69

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

70 **OWNER / AGENT OF OWNER** Signature: _____
71 Print Name: _____ (date)

TENANT(S)
72 Signature: _____ Signature: _____
73 Print Name: _____ (date) Print Name: _____ (date)
74 Signature: _____ Signature: _____
75 Print Name: _____ (date) Print Name: _____ (date)
76 Signature: _____ Signature: _____
77 Print Name: _____ (date) Print Name: _____ (date)

78 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's
79 property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be
80 considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the
81 tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails
82 the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy,
83 surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or
84 renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less
85 costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive
86 weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

87 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written agreement
88 between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord,
89 in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from
90 the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons
91 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
92 property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

93 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as
94 occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which
95 unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and
96 extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants
97 and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of
98 Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it
99 is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

100 **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
101 following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or interruption in any service from any cause whatsoever,
102 (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 of sewer drains and
103 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
104 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.

105 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity,
106 including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without
107 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 the giving of the notice, if
108 Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity
109 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
110 right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of
111 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
112 the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not necessary that there have
113 been an arrest or conviction for the criminal activity or drug-related criminal activity.

114 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the property the
115 following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles,
116 explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without the
117 prior written consent of Landlord.

118 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building
119 and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of
120 a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or
121 redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display
122 anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless
123 Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for
124 the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

125 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord. Modifications include,
126 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
127 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
128 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
129 costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

130 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail
131 to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the
132 Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated
133 and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given
134 such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other
135 covenant or condition of Tenant's lease, this lease may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving
136 of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3).
137 These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies
138 as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

139 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent.
140 Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

141 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

142 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion,
143 will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond
144 Landlord's control. Landlord shall give timely notice of any delay to Tenant.

145 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.

146 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

147 **1.** As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the
148 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
149 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
150 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
151 invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

152 **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
153 in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

154 **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.

155 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate this Agreement
156 or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option
157 to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenable,
158 Landlord shall repair the damages as soon as reasonably possible.

159 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance
160 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
161 without advance notice 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
162 from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

163 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and
164 which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure
165 to remove garbage and waste, and/or improper use of the Premises.

166 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to
167 substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly
168 added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's
169 use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at the
170 time of the signing of this Agreement.

171 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is
172 accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other arrangements
173 have been made in writing.

174 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

175 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this
176 Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

177 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental agreement is found to
178 be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

179 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary
180 and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed,
181 is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.