

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: ( 4 adults and 0 children)

LANDLORD: BRIAN PIZON

4
5
6

Agent for service of process SAME (name) (920) 420-7253 (phone)
2080 W. 9th AV #133 (address)

7 PREMISES: Building Address

OSHKOSH WI 54904
(city, village, town) (state) (zip)

8 829 PROSPECT AV (street)

Agent for maintenance, management SAME (name) (phone)
(address)

9 OSHKOSH WI 54904 (city, village, town) (state) (zip)

10 Apartment/room/unit: HOUSE

(city, village, town) (state) (zip)

11 Other: -

Agent for collection of rents SAME (name) (phone)
(address)

12 Included furnishings/appliances: refrigerator, range, oven

(city, village, town) (state) (zip)

13 other (list or attach addendum): -

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19 RENT: Rent of \$ 16,320.00 FOR 355 DAYS for Premises and

TERM: (Strike either (a) or (b) enter complete date.)

20 \$ 0 for other (specify -)

(a) Month to month beginning on - ; or

21 is to be received no later than the 1st day of each month

(b) For a term of 11.7 months beginning on 9-1-17

22 and is payable at 2080 W. 9th #133 OSHKOSH, WI

and ending on AUGUST TWENTY FIRST, 2018

23 If rent is received after DATE DUE

NOTE: An Agreement for a fixed term expires without further

24 the Tenant shall pay a late fee of \$ 25.00 AND \$5.00 EA DAY

notice. If tenancy is to be continued beyond this term, parties

25 Charges incurred by Landlord for Tenant's returned checks are

should make arrangements for this in advance of the expiration.

26 payable by Tenant. Landlord shall provide a receipt for cash

UTILITIES: Check if paid by: Landlord Tenant

27 payments of rent. All tenants, if more than one, are jointly and

Electricity yes

28 severally liable for the full amount of any payments due

Gas yes

29 under this Agreement. Acceptance of a delinquent payment

Heat yes

30 does not constitute a waiver of that default or any other default

Air Conditioning yes

31 under this Agreement. Other Landlord or Tenant obligations:

Sewer/Water yes

32 RENT IS DUE IN 3 PAYMENTS: AUG 1ST, DEC 1ST, & MAR 1ST.

Hot Water yes

33 EACH PAYMENT IS \$ 4080.00. TOTAL DUE FOR LEASE

Trash yes

34 IS SIXTEEN THOUSAND THREE HUNDRED TWENTY DOLLARS

Other yes

35 FOR 355 DAYS.

If utilities or services payable by Tenant are not separately

36 SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 1360.00 to be held by Landlord or

metered, tenant's share of payments are allocated as follows:

37 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

NA

38 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

39 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for

40 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

41 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

42 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.

43 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

44 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

45 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

46 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

47 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

48 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.

49 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.

50 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.

51 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

52 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

53 (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

54 the first day of a calendar month through the last day of a calendar month.

55 CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including

56 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

57 related to the Premises, including local housing codes.

58 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

59 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

60 premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

61 RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect

62 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

63 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

64 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

65 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.

66 Time is of the essence means that a deadline must be strictly followed.

67 SPECIAL PROVISIONS: THIS IS A NON-STANDARD LEASE. THIS LEASE IS 355 DAYS LONG & ENDS ON AUGUST

68 TWENTY FIRST, 2018. THIS LEASE CONTAINS NON-STANDARD RENTAL PROVISIONS (ADDENDUM "A").

69 NO CANDLES ALLOWED.

70 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review

71 prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

72 Pets and water beds are not permitted unless indicated otherwise in writing.

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

OWNER / AGENT OF OWNER

Signature:

Print Name:

(date)

TENANT(S)

Signature:

Print Name:

(date)

Signature:

Print Name:

(date)

Signature:

Print Name:

(date)

Signature:

Print Name:

(date)