

RESIDENTIAL RENTAL AGREEMENT

This Agreement for the premises 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:

TENANT: ( \_\_\_\_\_ adults and \_\_\_\_\_ children)
\_\_\_\_\_
\_\_\_\_\_

LANDLORD: Himount Gardens
Agent for service of process: Prairie Management & Development, Inc.
(414) 445-9772
2325 N 50th St. #106
Milwaukee WI 53210

Additional occupants under the age of eighteen (18) residing on the Premises: \_\_\_\_\_

Agent for maintenance, management, & collection of rents: Prairie Management & Development, Inc.
(414) 445-9772
2325 N 50th St. #106
Milwaukee WI 53210

PREMISES: Building Address
\_\_\_\_\_ (street)
Milwaukee WI 53210
(city, village, town) (state) (zip)

Apartment/room/unit: \_\_\_\_\_
Included furnishings/appliances: refrigerator, range, oven
List other: \_\_\_\_\_

TERM: (Strike either (a) or (b) enter complete date.)
(a) Month to month beginning on \_\_\_\_\_; or
(b) For a term of \_\_\_\_\_ months beginning on \_\_\_\_\_, and ending on \_\_\_\_\_ at 12:00 noon.

RENT: Rent of \$ \_\_\_\_\_ for Premises and \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)
is to be received no later than the First day of each month and is payable at 2325 North 50th Street, #106, Milwaukee, WI 53210.
If rent is received after The fourth day the Tenant shall pay a late fee of \$ 30.00.

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.

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

Table with 3 columns: Utilities, Landlord, Tenant. Rows include Electricity, Gas, Heat, Air Conditioning, Sewer/Water, Hot Water, Trash, Other phone, cable.

Written sixty-day(60) notice of intent to vacate is required. Notice must be received sixty days prior to the lease expiration date.

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

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by Landlord or 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 forth in Wis. Stat. § 704.28(4).

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 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 the previous Tenant's security deposit.

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. 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 lease term and if so, enter into a new rental agreement accordingly.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances.

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 is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy.

RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property.

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 Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of Tenant.

ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION: Landlord may, but is not required to, provide the following information and/or documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve any portion of the Premises made by Landlord prior to entering into the rental/ agreement with Tenant, (d) advance notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

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

SPECIAL PROVISIONS: \_\_\_\_\_

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

Pets and water beds are not permitted unless indicated otherwise in writing.
NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS. See reverse side for additional provisions.

OWNER / AGENT OF OWNER Signature: \_\_\_\_\_ (date)
TENANT(S) Signature: \_\_\_\_\_ (date)
Print Name: Prairie Management & Development, Inc. (date)

84 **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  
85 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  
86 owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

87 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of  
88 Landlord's 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  
89 Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before  
90 the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has  
91 vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises  
92 after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination  
93 of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent  
94 the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If  
95 Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned  
96 unless rent has been paid for the full period of the absence.

97 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written  
98 agreement 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  
99 the Landlord, 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  
100 evicted from 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  
101 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  
102 dispose of property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

103 **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  
104 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  
105 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  
106 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~~  
107 ~~and if the number of guests is not excessive for the size and facilities of the Premises.~~ Unless prior written consent is given by Landlord, Tenant may not have any person  
108 who is not listed on this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3)  
109 consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it  
110 is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

111 **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  
112 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, (c)  
113 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  
114 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  
115 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.

116 **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,  
117 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  
118 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 Tenant,  
119 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 that  
120 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  
121 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 Landlord or  
122 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.  
123 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 been an arrest or  
124 conviction for the criminal activity or drug-related criminal activity.

125 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the property the  
126 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,  
127 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  
128 the prior written consent of Landlord.

129 **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  
130 building 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  
131 in as good of 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  
132 physically alter or 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,  
133 or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed  
134 under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party  
135 is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

136 **PAYMENT FOR DAMAGE:** Tenant is responsible for any damage, waste, or neglect caused by Tenant, any members of Tenant's household, guests or invitees  
137 including, but not limited to, damage, waste, or neglect to the Premises, common areas, building, or grounds. Tenant must pay Landlord for any costs to repair or  
138 replace any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay estimated repair cost before work will begin. Payment of  
139 said cost by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the damage, waste, or neglect. Failure to pay said amounts within the  
140 specified time period is a material breach of this Agreement and grounds for eviction.

141 **REIMBURSEMENT TO LANDLORD:** If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the option, but is not  
142 required, to pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand. Reimbursement after  
143 Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially. Failure to reimburse Landlord after demand  
144 is a material breach of this Agreement and grounds for eviction.

145 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord. Modifications  
146 include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, mounting of flat-  
147 screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications that would be attached to the ceiling, floor or walls of  
148 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  
149 charged the actual costs incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to  
150 terminate Tenant's tenancy for violating this provision.

151 **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,  
152 and 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,  
153 failure to remove garbage and waste, and/or improper use of the Premises.

154 **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  
155 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  
156 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  
157 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.

158 **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  
159 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  
160 the 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  
161 terminated 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  
162 has been given 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  
163 the same or any other 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  
164 fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats.  
165 §§ 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. If Landlord  
166 commits a breach, Tenant has all rights, and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

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

169 **RENT:** Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted. If any of  
170 Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made via certified funds. All  
171 late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

172 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion,  
173 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  
174 beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

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

#### 177 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

178 **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,  
179 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  
180 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  
181 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  
182 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.

183 **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  
184 in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

185 **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.

186 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty ("the casualty") to a degree which renders it untenable, and if, in Landlord's sole  
187 discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate until the Premises is restored to a condition  
188 comparable to its condition prior to the casualty. Tenant's liability for rent will not abate if the casualty was caused in any part by the negligence or intentional acts  
189 of Tenant, members of Tenant's household, guests or invitees. Tenant may be required to vacate the Premises during repairs. If, in Landlord's sole discretion, the  
190 Premises cannot be repaired in a reasonable period of time, this Agreement will terminate as of the date of the casualty. If, after the casualty, the Premises remain  
191 tenable, Landlord will complete repairs as soon as reasonably possible.

192 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent,  
193 which is 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  
194 arrangements have been made in writing.

195 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises, or any part of the Premises, without the prior written consent of  
196 Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, Homeaway, or VRBO.

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

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