



## RENTAL AGREEMENT Apartment Lease

This Agreement for the lease of 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:

**PARTIES** **TENANT**  
**(S)** \_\_\_\_\_

( ) Colessees Or ( ) Immediate Family

**LANDLORD Sommer Property Management, LLC** 4224 Janick Circle N, Stevens Point, Wi 54481-2511  
**Landlord's Agent** for maintenance, management, service of process and collection of rent - Same as Landlord PH 343-8222

**PREMISES** **Street Address:** \_\_\_\_\_ Stevens Point, Wi 54481  
**Apartment** \_\_\_\_\_ **House** \_\_\_\_\_ **Room** \_\_\_\_\_ **Parking Permitted** ( ) Yes ( ) No  
**Garage** ( )

**TERM** **Included furnishings/appliances:** Refrigerator, range, \_\_\_\_\_  
**RENTAL TERM:** ( ) Month to Month ( ) One Year ( ) Academic Year ( ) Semester ( ) Summer

First Day of Term: \_\_\_\_\_ Last Day of Term: \_\_\_\_\_  
 Month to Month 30 Day Notice from Rent Payment Date

This agreement is only for the stated term and is **NOT** automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

**Cable TV & High Speed Internet is included in the rent-subject to Landlord's existing contract with provider**

<b>UTILITIES</b>	<b>Paid By:</b>				<b>Landlord</b>		<b>Tenant</b>	
	<b>Landlord</b>	<b>Tenant</b>			<b>Landlord</b>	<b>Tenant</b>	<b>Landlord</b>	<b>Tenant</b>
Electricity	—	—	<b>Water/Sewer</b>	—	—			
Gas	—	—	<b>Hot Water</b>	—	—			
Heat	—	—	<b>Trash/Recyclables</b>	—	—	<u> X </u>	—	
Air Conditioning	—	—	<b>Phone</b>	—	—	—	<u> X </u>	
Lawn care	<u> X </u>	—	<b>Sidewalks Shoveled</b>	—	—	<u> X </u>	—	

If utilities or services payable by tenant are **NOT** separately metered, Then each tenant in the building pays an equal share.

**RENT** Rent Amount \$ \_\_\_\_\_ per \_\_\_\_\_ due on or before the \_\_\_\_\_ day of each MONTH Rent checks shall be made payable to **Rich Sommer** and mailed or delivered to **4224 Janick Circle N, Stevens Point WI 54481-2511**  
**ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT AND ALL CLAUSES OF THIS AGREEMENT.**

**SECURITY DEPOSIT** Upon execution of this Agreement, Tenant agrees to pay a security deposit in the amount of \$ \_\_\_\_\_ to be held  
 Sommer Property Management, LLC. **The deposit, less any amount legally held, will be returned in person or mailed to Tenant's last known Address within 21 days after Tenant surrenders the Premises.** Tenant is responsible for giving Landlord his/her new Address. Surrender shall occur on the last day of the term provided in this Rental Agreement, subject to the exceptions described in Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, furniture, appliances, etc.

**CHECK-IN and REPORT** Tenant acknowledges that landord will provide a check-in form in the living unit at check-in time. Tenant agrees to complete **return** to Landlord within 7 days of the first day of the rental term.

**SPECIAL CONDITIONS** **Special Conditions:** \_\_\_\_\_

**RULES: THUMBNAIL SUMMARY** **1. Rent Paid on Time 2. Premises Kept Clean and Neat 3. Light Entertainment 4. No Tap Beer 5. Cars Parked in Designated Areas 6. Trash and Recyclables Handled as Dictated by City Code(Tenant will pay City fines)**

If Checked, this building was built before 1978 and is presumed to have Lead Based Paint. Landlord is not aware of a lead Based Paint hazard nor is aware of tests indicating a Lead Based Paint hazard. Tenant has received the pamphlet Protect Your Family From Lead in Your Home  
 IN WITNESS WHEREOF, the parties have executed this Rental Agreement on

**(Date)** \_\_\_\_\_

LANDLORD(Manager) \_\_\_\_\_ TENANT \_\_\_\_\_

TENANT

TENANT

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THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE SIDE

**TENANT RULES DETAILED** During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, & **OBLIGATIONS** Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

- USE**
1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
  2. To NOT make or permit use of the Premises for any unlawful purpose of any purpose that will injure the reputation of the Premises or the building of which they are a part.
  3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy. **RENTERS INSURANCE IS HIGHLY ADVISED**
  4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
- PETS**
5. **To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.**
- GOVT. REG.**
6. To obey all lawful orders, rules and regulations of all governmental authorities.
- MAINTENANCE**
7. To keep the Premises in clean and tenantable condition and in as good- repair as on the first day of the lease term, normal wear and tear excepted.
  8. To maintain a reasonable amount of heat in cold weather to prevent damages to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
- IMPROVEMENTS**
9. Unless Tenant has received specific written consent from Landlord, **to NOT do or permit** any of the following:
    - a. Paint upon, attach, exhibit, or display about the Premises any sign or placard.
    - b. Alter or redecorate the Premises.
    - c. **Drive screws or Apply Tape or other Adhesive Fasteners on or into any wall, ceiling, floor, or woodwork of the Premises. Tacks and small nails OK**
    - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
  10. **To NOT permit any guest or invites to reside in the Premises more than 4 days without prior written consent of Landlord.**
- GUESTS**
11. To be responsible for all acts of negligence or breaches of this agreement by Tenant, -and Tenant's guests and invitees, and to be liable for any resulting property damage or injury'
- NEGLIGENCE**
12. To NOT assign this Agreement nor sublet the Premises or any part thereof without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Agreement.
- VACATION OF PREMISES RULES**
13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.
- Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.
- DAMAG BY CASUALTY**
- If the Premises are damaged by fire or other casualty to a degree that renders them untenable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible.
- CODE VIOLATIONS**
- 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 any such notices of 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 Conditions: 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 degree F 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.
- CONDITIONS AFFECTING HABITABILITY**
- SMOKE DETECTOR NOTICE**
- Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.**
- LANDLORD'S RIGHT TO ENTER**
- Landlord may enter the Premises occupied by the Tenant, at reasonable times with reasonable advance notice not more than 12 hours, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant , or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage or breach of health or safety.
- ABANDONMENT**
- If Tenant unjustifiably removes 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 Landlord, and less any net rent received by Landlord in re-renting the premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's, sole -discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. If Tenant leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law or per any written property lien agreement.

01/22/05

**Time is of the essence as to delivery of premises to Tenant, completion of repairs promised in writing in the Lease, surrender of the Premises and return of Landlord's property, payment of rent, performance of any act for which a date or deadline is set in this lease or by law.**