

## RESIDENTIAL LEASE

This lease includes the provisions on the reverse side and any attached addenda.

This lease of the Premises identified below is entered by and between the Landlord and the Tenant (referred to in the singular whether one or more) on the following terms and conditions:

Agent, Owner and Landlord for maintenance, service of process and collection of rents is: **McCaughey Properties, LLC, 646 West Washington Ave, Madison, WI 53703. Phone: 608-257-8457. Email: info@mccaugheyproperties.com**

### TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PREMISES:

\_\_\_\_\_ MADISON, WI.

**TERM:** THIS LEASE SHALL BE FOR A TERM OF \_\_\_\_\_ MONTHS  
BEGINNING ON \_\_\_\_\_ AT

12:00 P.M. NOON AND ENDING ON \_\_\_\_\_ AT 12:00 P.M. NOON. THIS  
LEASE SHALL NOT RENEW.

**RENT:** Rent for the Premises is \$ \_\_\_\_\_ per month and is due and  
payable at McCaughey Properties, LLC, 914 West Shore Drive, Madison, WI, 53715 on  
or before the first day of each month of the Lease term.

**PAYMENTS FOR THIS LEASE BEGIN  
ON:** \_\_\_\_\_

**LATE RENT AND NSF CHECKS:** If payment is **received** on or after the third day of  
the month when due, a late fee of **five percent** of the monthly rent will be charged.  
There will be a \$25.00 charge for any check returned by the bank. Acceptance of a  
delinquent payment does not constitute a waiver of that default or any other default under  
this Lease.

**UTILITIES:** Tenant is responsible for (strike items not applicable): Heat, electricity,  
gas, sewer/water, hot water, air conditioning, cable, phone, and \_\_\_\_\_.  
If Tenant is responsible  
for payment of utilities, Tenant will notify MG&E regarding connection or  
discontinuation of utility service and be responsible for said payments through end of  
lease term. Tenant is responsible to maintain a reasonable amount of heat in cold weather  
to prevent damage to the Premises. If damage results from Tenant's failure to maintain a  
reasonable amount of heat, Tenant shall be liable for this damage.

**SECURITY DEPOSIT:** Tenant agrees to pay a Security Deposit in the amount of

\$ \_\_\_\_\_ which shall be due and payable on \_\_\_\_\_ and shall be held by McCaughey Properties, LLC. An interest rate of \_\_\_\_\_ % per annum will be paid on the security deposit. **Tenant may not apply security deposit towards any month's rent.** The deposit, plus any interest due, less any amounts withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant vacates the premises. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damages and accounting for any amount withheld. Failure to return the deposit or provide a written accounting within 21 days will result in the waiver of any claim against the deposit. The reasonable cost of repairing any damages caused by Tenant, normal wear and tear excepted, will be deducted from the security deposit.

**RULES:** Tenant and Landlord shall obey all lawful orders, rules and regulations of all governmental authorities. Tenant shall observe and comply with all attached addenda including the Non-Standard Rental Provisions. Landlord may make reasonable changes to any of the Rules and Regulations by written notice delivered to the Tenant personally or by first class mail and the Tenant shall abide by such new rules. If the new rules should adversely affect the Tenant's use of the Premises, Tenant may at any time before the rule becomes effective, terminate this Lease by giving the Owner not less than 28 days' written notice. In addition Tenant agrees to:

1. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the \_\_\_\_\_ premises are located.
2. Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following:
  - a) Paint upon, attach, exhibit or display in or about the premises any sign or placard.
  - b) Alter or redecorate the Premise.
  - c) Drive nails, tacks, screws into doors, trim, or woodwork.
  - d) Use glue, tape or any other adhesive material on any walls or ceilings.
  - e) Attach or affix anything to the exterior of the Premises or the building in which it is located.
  - f) Permanently place indoor furniture on outside porches.
  - g) Alterations of wiring.
  - h) Install new or change existing locks.
  - i) Keep in or about the Premises any pet.
  - j) Install on a permanent or temporary basis any additional appliances such as air conditioners, refrigerators, washer/dryers etc..
3. To abide by the City of Madison Recycling Ordinance.
4. Garbage is to be tightly wrapped and put in plastic garbage bags.
5. Tenant shall keep area in and around the Premises in clean and habitable condition and in good repair.
6. Pay any citations or fines which are issued or assessed by the City of Madison for violations of health or safety codes because of the \_\_\_\_\_ actions \_\_\_\_\_ or inaction's of the Tenant.
7. Tenant shall pay for any services requested, repairs or damages caused by Tenant or Tenant's guests within 30 days of receipt of bill.
8. If Tenant has a waterbed; To provide Landlord with copy of insurance policy specifically covering damage by waterbeds to \_\_\_\_\_ Landlord's property and other resident's property in an amount not less than \$5,000.00.

**ABANDONMENT:** If Tenant shall abandon or vacates the Premises before the expiration of Lease term, Landlord shall make reasonable efforts to re-lease Premises and shall apply any rent received, less costs of re-leasing, to the rent due or to become due on this lease. Tenant shall remain liable for any deficiency. If Tenant is absent from

Premises for three successive weeks without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned. If Tenant shall leave any property on the Premises after vacating or abandonment of the Premises, Tenant shall be deemed to have abandoned the property, and Landlord shall have the right to dispose of the property as provided by law.

**ADVERSE CONDITIONS:** If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate the Lease or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the Premises and if repairs are not made this Lease shall terminate. If the Premises are damaged only to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible.

**BREACH:** Should Tenant neglect or fail to perform or observe any of the terms of this Lease, Landlord shall give Tenant written notice of such breach, as provided by WI. Stature 704.21, requiring the Resident to remedy the breach or vacate the Premises on or before a date at least five days after giving of the notice(except if such breach is for failure to pay rent, a five day or 14 day notice may be used) and if the Tenant fails to comply with such notice the Tenant's tenancy shall be terminated. The Landlord may institute action to evict Tenant from the Premises without limiting liability of the Tenant for the remaining rent due under the terms of this Lease.

**CHECK-IN/PREVIOUS DAMAGES:** Resident shall have seven days after taking occupancy of the Premises to notify Landlord, in writing, of any defects or damages of the premises. Upon written request from Tenant, Landlord will provide an itemized statement listing damages charged to previous Tenants.

**CONDITIONS AFFECTING HABITABILITY:** The Premises or the building in which it is located are not currently cited for uncorrected building or housing code violations. The Premises have no conditions adversely affecting habitability.

**ENTRY BY LANDLORD:** Landlord may enter the Premises at reasonable time and with 24 hours advance notice, with or without Tenant's permission to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers or to comply with any applicable law or regulation. Landlord may enter with less than 24 hours advance notice upon specific consent of Tenant. No advance notice is required for entry in a health or safety emergency or where entry is necessary to preserve and protect the Premises or building from damage in Tenant's absence. A request for maintenance authorizes Landlord to enter apartment in order to perform requested work.

**LIABILITY OF TENANT:** If more than one Tenant, all shall be jointly and severally liable for the full amount of any payments due under this Lease.

**PARKING:** Parking is limited and available on a rental/lease arrangement. Parking lots are monitored and illegally parked cars may be ticketed and/or towed by municipal officials.

**REPAIRS:** Tenant is responsible for minor repairs including, but not limited to, light bulbs and fuses. Repairs which are required to protect the health and safety of the Tenant will be performed at the earliest practical time.

**STORAGE/PERSONAL PROPERTY:** No items may be stored in the hallways, basements or other common areas of the building. Any items so stored may be removed and disposed of by Landlord. Tenant is responsible for any loss or damage to any personal property kept in the Premises or building, except for loss or damage caused by Landlord's negligence. Landlord recommends that Tenant purchases renter's insurance policy to insure personal property and provide liability protection.

