

# RESIDENTIAL LEASE

This lease includes the provisions on the second page 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 & Landlord for maintenance, service of process and collection of rents is: **McCaughey Properties, LLC, P.O. Box 259446, Madison, WI 53725 Phone: 608-516-9497 or 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, P.O. Box 259446, Madison, WI 53725 on or before the 1st 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 also 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, internet 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. **Tenant may not apply security deposit towards any month's rent.** The deposit, less any amounts withheld, will be returned in person or mailed to Tenant's last known address as provided in Wis. Stat. s. 704.28. 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, except as provided in MGO 32.05(2).
  - 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 Ordinances.
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 inactions 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. No Smoking anywhere in Building, Property and/or entire Premises.
10. No ¼ or ½ barrels of beer allowed on Property.

**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.

**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. Statute 704.17, 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 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. Also with seven day after taking occupancy, 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:** Guest parking is **not** available. Tenant parking is limited and available on a rental/lease arrangement with the exception of 803 South Park Street, which does **not** have tenant parking. Parking lots are monitored and illegally parked cars may be ticketed and/or towed at the vehicle owner's expenses. Street Extended Parking Permits from the City of Madison are **NOT** available for 417 West Dayton Street, 424 West Mifflin Street and 803 South Park Street.

**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 negligent acts or omissions. Landlord recommends that Tenant purchases renter's insurance policy to insure personal property and provide liability protection. Unless agreed in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the Tenant removes from the Premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for 7 (seven) days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a title vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

**SUBLETTING:** Tenant shall not assign this lease nor sublet the Premise or any part thereof without the prior written consent of Landlord. Each Sublessee will be required to complete a rental application and submit it to Landlord for approval prior to acceptance or occupancy of the Premise. Each Tenant on Lease and Sublessee must sign a formal sublet agreement. Tenant agrees to pay a fee of \$50.00 to \$100.00 for each Sublessee. If Landlord permits an assignment or a Sublease, such permission shall in no way release Tenant of Tenant's liability under this Lease. Should Tenant enter into a sublet agreement without following the steps outlined, it will be considered a breach of this Lease and grounds for immediate eviction of the unauthorized Sublessee as well as subject the unauthorized Sublessee to possible criminal trespass charges. Landlord reserves the right to cancel this Lease in the event of a sublet.

**TENANT AND GUESTS:** Tenant must have written consent of Landlord for any guest residing in Premises. Tenant shall be responsible for all defaults and/or damages caused by Tenant and Tenant's guests.

**USE AND OCCUPANCY:** The Premises shall be used for residential purposes only by Tenants whose names appear on the Lease. Tenant will not permit the Premises to be used for any unlawful purpose, or purpose that will injure the reputation of the building in which the Premise is located. Tenant will not use or keep in or about the Premise or building anything that will adversely affect coverage by any fire insurance policy.

**VACATE PREMISES:** Tenant agrees to vacate the Premises at the end of Lease, personally return all keys and submit apartment to inspection for cleanliness and damages beyond normal wear and tear.

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

**IN WITNESS WHEREOF, THESE PARTIES HAVE EXECUTED THIS LEASE.**

Signing this Lease creates legally enforceable rights. Landlord and Tenant understand their rights and obligations under this Lease are subject to statutes, rules and ordinances including Chapter 704. WI. Statutes, WI Administrative Code Chapter AG 134, and City of Madison ordinances.

_____ Licensed Broker/Member/CPM®	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date

*NOTICE: You may obtain information about the sex offender registry and persons registered by contacting the Wisconsin's Department of Corrections at <http://offender.doc.state.wi.us/public/home.jsp> or 1-608-240-5830.*