

RENTAL AGREEMENT



PARTIES **TENANT(S)** _____

LANDLORD Name: _____

Address: **PO Box 534, La Crosse, WI 54602-0534**

Landlord's Agent for maintenance, management, service of process and collection of rent – (Note in "Special Conditions" if more than one agent)

Name: **River City Rentals, LLC**

Address: **PO Box 534, La Crosse, WI 54602-0534**

PREMISES **PREMISES Street Address:** _____

City/State/Zip: _____

TERM **Apartment/Unit/No:** _____ **RENTAL TERM:** **12 Months**

First Day of Term: _____ **Last Day of Term:** _____

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. (Strike if month to month lease. If this agreement is automatically renewable, strike clause and specify terms under "Special Conditions")

UTILITIES Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Air Conditioning	Hot Water	Trash/Recycling
Included in Rent							
Separately Metered							
Cost Allocation*							

*See Special Conditions.

RENT **Rent Amount \$** _____ **per** _____ **due on or before the** _____ **day of each** _____
 Rent checks shall be made payable to (Landlord) (Landlord's Agent) (~~STRIKE ONE~~) and mailed or delivered to (Landlord) (Landlord's Agent) (~~STRIKE ONE~~). **ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.**

SECURITY DEPOSIT Upon execution of this Agreement, Tenant agrees to pay a security deposit in the amount of \$ _____ to be held by _____
 _____ The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address with 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, etc.

CHECK-IN REPORT Tenant acknowledges receipt of Landlord's check-in report which tenant agrees to complete and return to Landlord within 7 days of the first day of the rental term.

SPECIAL CONDITIONS **Special Conditions:** _____

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	✓	Check	Attachment	✓	Check
Guarantee/Renewal/Assignment/Sublease			Nonstandard Rental Provisions		
Rules & Regulations			Washer/Dryer Agreement		
Lead-Based Paint Disclosure & Pamphlet			Pet Addendum		
Drug Free Housing Addendum			Other:		
Motor Vehicle Policy/Parking Agreement			Other:		

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on this _____ day of _____, 20_____.

LANDLORD _____ **TENANT(S)** _____

NOTICE: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877/234-0085

**LANDLORD'S
RIGHT TO
ENTER**

Landlord may enter the Premises occupied by the Tenant, at reasonable times with 12 hours advance 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 without advance notice upon consent of the Tenant 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 in which they are located, from damage.

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 the Landlord, and less any net rent received by Landlord in rerenting 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 rerent 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.

**TENANT RULES
& OBLIGATIONS
USE**

During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless landlord otherwise provides in writing, as follows:

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, or 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.
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.
5. To **NOT** permit in or about the Premises any pet unless specifically authorized by Landlord in writing.

PETS

GOVT. REG.

6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the premises.

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 in or about the Premises any sign or placard.
 - b. Alter or redecorate the Premises.
 - c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
 - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.

GUESTS

NEGLIGENCE

10. To **NOT** permit any guest or invitees to reside in the Premises without prior written consent of Landlord.
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.
12. To **NOT** assign this Agreement nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant or Tenant's liability under this Agreement.

**VACATION OF
PREMISES**

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.

RULES

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.

**DAMAGE 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°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.

**SMOKE
DETECTOR**

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 NOTICE DETECTOR ON THE PREMISES, OR GIVE THE 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.

**AGENCY
NOTICE**

Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord's interests and owes duties of loyalty and faithfulness to the Landlord. They also are, however, obligated to treat all parties fairly and in accordance with fair housing and other applicable laws and standards.

The Wisconsin Apartment Association is unable to provide representations or warranties that this rental agreement complies with all current laws or regulations relating to the rental of property. Landlords/agents are advised to consult with legal counsel for local ordinance compliance requirements.