

WISCONSIN LEASE AGREEMENT

This Residential Lease Agreement (the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD:

(Full Legal Name)

Mailing Address:

AND

TENANT(S):

(Full Legal Name)

(Full Legal Name)

(Full Legal Name)

I. PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at the following address (the "Premises"):

Street Address: _____

City: _____ State: Wisconsin Zip Code: _____

Unit Number (if applicable): _____

The Premises includes the following fixtures and appliances:

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** The lease shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon expiration, this Agreement shall:

☐ Convert to a month-to-month tenancy.

☐ Terminate unless a new agreement is signed.

☐ **MONTH-TO-MONTH:** The lease shall commence on the ____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with proper written notice as required by Wisconsin law (Wis. Stat. § 704.19).

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Payment Address (if different from Landlord's mailing address):

Late Fee: If rent is not received by the _____ day of the month, the Tenant agrees to pay a late fee of \$ _____. (Note: Late fees must be reasonable under Wisconsin law).

IV. SECURITY DEPOSIT

The Tenant agrees to pay a security deposit in the amount of \$ _____ to be held by the Landlord.

Return of Deposit: In accordance with Wis. Admin. Code § ATCP 134.06, the Landlord shall return the security deposit, less any amounts withheld, within twenty-one (21) days after the Tenant surrenders the Premises.

Deductions: The Landlord may withhold from the security deposit only for the following reasons:

1. Tenant damage, waste, or neglect of the Premises (normal wear and tear excluded).
2. Unpaid rent or utility services for which the Tenant is legally responsible.
3. Nonstandard rental provisions defined in a separate written document entitled "Nonstandard Rental Provisions" (if applicable).

V. CHECK-IN SHEET

Pursuant to Wis. Admin. Code § ATCP 134.06(1), the Landlord has provided or will provide the Tenant with a check-in sheet/inventory form at the time the Tenant commences occupancy. The Tenant shall have seven (7) days from the date of occupancy to complete the check-in sheet and return it to the Landlord to document existing damages or defects.

VI. UTILITIES AND SERVICES

Responsibility for payment of utilities and services shall be as follows (check responsible party):

Landlord Tenant

- | | | |
|--------------------------|--------------------------|------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Electricity |
| <input type="checkbox"/> | <input type="checkbox"/> | Gas/Heat |
| <input type="checkbox"/> | <input type="checkbox"/> | Water/Sewer |
| <input type="checkbox"/> | <input type="checkbox"/> | Trash Collection |

- ☐ ☐ Cable/Internet
- ☐ ☐ Snow Removal
- ☐ ☐ Lawn Care

VII. USE OF PREMISES

The Premises shall be used exclusively as a private residence for the Tenant(s) listed in this Agreement and the following minor children/occupants:

Guests: Guests may stay on the Premises for no more than _____ consecutive days or _____ days in a six-month period without prior written consent from the Landlord.

VIII. MAINTENANCE AND REPAIRS

Landlord's Obligations: Pursuant to Wis. Stat. § 704.07, the Landlord shall keep the structure of the building and all systems (plumbing, electrical, heating) in a reasonable state of repair and comply with all applicable health and safety laws.

Tenant's Obligations: The Tenant shall maintain the Premises in a clean and sanitary condition, prevent damage to the Premises, and promptly notify the Landlord of any necessary repairs. The Tenant is responsible for minor repairs and damages caused by the Tenant's negligence or misuse.

IX. RIGHT OF ENTRY

In accordance with Wis. Admin. Code § ATCP 134.09(2), the Landlord may enter the Premises at reasonable times to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

Notice: The Landlord shall give the Tenant at least _____ (recommended 12-24) hours' advance notice before entry, except in cases of emergency or if the Tenant consents to entry on shorter notice.

X. PETS

☐ **NO PETS ALLOWED.**

☐ **PETS ALLOWED.** The Tenant is permitted to keep the following pet(s):

Description: _____

Pet Fee (Non-refundable): \$ _____

Additional Monthly Pet Rent: \$ _____

XI. STATUTORY NOTICE OF DOMESTIC ABUSE PROTECTIONS

NOTICE OF DOMESTIC ABUSE PROTECTIONS

(As required by Wis. Stat. § 704.14)

1. As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, 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 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 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 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.

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 in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

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.

XII. ABANDONED PROPERTY

If the Tenant vacates the Premises and leaves personal property behind, the Landlord may dispose of the property in accordance with Wis. Stat. § 704.05(5) and any separate "Nonstandard Rental Provisions" agreement regarding abandoned property. If no such separate agreement exists, the Landlord will store property of value (except for medical items) and provide notice to the Tenant, unless the Landlord

chooses to dispose of it as allowed by law for property of negligible value.

XIII. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure and EPA Pamphlet).

☐ In 1978 or later.

XIV. DEFAULT AND TERMINATION

If the Tenant fails to pay rent or violates any other term of this Agreement, the Landlord may terminate this tenancy in accordance with Wisconsin law (Wis. Stat. § 704.17).

1. **Failure to Pay Rent:** If the Tenant fails to pay rent when due, the Landlord may provide a Notice to Pay or Vacate as permitted by statute based on the length of the lease term.

2. **Other Violations:** If the Tenant breaches other terms of this lease, the Landlord may provide a Notice to Cure or Vacate as permitted by statute.

XV. ADDITIONAL PROVISIONS

Additional terms and conditions:

XVI. ENTIRE AGREEMENT

This Agreement, along with any attachments (Check-in Sheet, Nonstandard Rental Provisions, Lead Disclosure), constitutes the entire agreement between the parties. No oral agreements have been made. This Agreement may only be amended in writing signed by both parties.

XVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

SIGNATURES

LANDLORD:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

Address: _____

TENANT(S):

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

*

NOTARY ACKNOWLEDGMENT**

State of Wisconsin

County of _____

On this _____ day of _____, 20____, before me personally appeared

_____ (Name of Landlord) and _____ (Name of Tenant(s)), to

me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Signature of Notary Public

Print Name of Notary Public

My Commission Expires: _____ day of _____, 20____
(Seal)