

# APPLICATION & RESIDENTIAL RENTAL AGREEMENT

Address of Property: \_\_\_\_\_ Apartment #: \_\_\_\_\_ Rental Period Begins \_\_\_\_\_, 20\_\_\_\_\_

## APPLICANT: Please Print- Fill in Completely

Name \_\_\_\_\_  
Present Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
D.O.Birth \_\_\_\_\_ SS# \_\_\_\_\_  
Present Landlord \_\_\_\_\_  
Phone \_\_\_\_\_

Prev. Landlord \_\_\_\_\_ Phone \_\_\_\_\_  
Prev.Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Present Employer \_\_\_\_\_  
Position \_\_\_\_\_ Income \$ \_\_\_\_\_ per \_\_\_\_\_  
Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
Bus.Address \_\_\_\_\_  
Length of Service \_\_\_\_\_ Length \_\_\_\_\_  
Prev.Employer \_\_\_\_\_ Length \_\_\_\_\_  
Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

## PERSONS TO BE NOTIFIED IN CASE OF EMERGENCY:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Relationship: \_\_\_\_\_

## RENTALS:

Apartment: Rent of \$ \_\_\_\_\_ for Premises and  
\$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
**Payable at: 104 E. Mason St., Suite A on or before the FIRST DAY OF EACH MONTH during the term of this tenancy including notice to vacate.**

1. **Rent.** Rents are due and payable to (see below), monthly, in advance of the 4 day grace period. It is recognized that the monthly installment of rent is based upon payment when due, time being of the essence, and that the late payments involve additional costs to the landlord for collection and bookkeeping.

2. **Security Deposit:** Upon execution of this agreement, Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ to be held by Landlord or Landlord's agent. The deposit, less any amount legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in s704.28(4), Wis. Stats. If any portions of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect or the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in s704.28(1), Wis. Stats. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage of defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given with the time stated. Tenant may not use the security deposit as payment for the last month's rent without written permission of Landlord. The security deposit shall not bear interest, not be regarded as trust funds, and Landlord may commingle security deposits with operating funds. Landlord shall be relieved of all obligations with respect to such deposit in the event of sale of the premises upon furnishing to Tenant written acknowledgment from the purchaser of the receipt of such deposit.

## Office Use Only

Pro-rate: \_\_\_\_\_

Rental Due for \_\_\_\_\_, 20\_\_\_\_\_ \$ \_\_\_\_\_ Damage Deposit  
Month of \_\_\_\_\_, 20\_\_\_\_\_ \$ \_\_\_\_\_ Required: \$ \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_

Balance Due: \$ \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

Checks made payable to: \_\_\_\_\_  
(Building Name and Apartment Number)

3. **Use of Premises:** During the tenancy, as a condition to the Tenant's continuing right to use and occupy the Premises, Tenant and any of his/her family, guests or invitees agrees and promises:
- To use the Premises for residential purposes only by Tenant and Tenant's immediate family.
  - Not to make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or building of which they are a part.
  - Not to use or keep in or about the Premises anything which would adversely affect coverage of the Premises or the building of which they are a party under a standard fire and extended insurance policy.
  - Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises is located.
  - Not to keep in or about the premises any **PET** unless specifically authorized in writing by Lessor as a special condition of this agreement. Visiting pets and/or ("pet sitting"), is/are not allowed.
  - To obey any lawful orders, rules and regulations of all governmental authorities.
  - To keep the Premises in clean and tenantable condition and in as good repair as the beginning of the tenancy, normal wear and tear expected.
  - If in control of the heat for the Premises, to maintain a reasonable amount of heat in cold weather to prevent damages to the Premises.
  - Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following: (1) Paint upon, attach, exhibit or display on or about the premises of any sign or placard. (2) Alter or redecorate the premises. (3) Drive nails, tacks, screws, or apply other fasteners on or into any wall, ceiling, floor or woodwork of the premises. (4) Attach or affix anything to the exterior of the Premises or the building in which it is located.
  - Not to permit any guest or invitee to reside in the Premises for any period exceeding two weeks without written consent of Landlord.
  - Not to bring upon the Premises of any water beds, live Christmas trees or wreaths, door mats in hallways.
  - To be liable for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees.

4. **Breach:** Should Tenant fail to pay rent when due, Tenant's tenancy is terminated if Landlord gives Tenant notice requiring Tenant to pay rent or vacate on or before a date at least five (5) days after the giving of the notice and if Tenant fails to pay accordingly. The tenancy is terminated if Landlord, while tenant is in default payment of rent, gives Tenant notice requiring them to vacate on or before 14 days after the giving of the notice. Should Tenant neglect or fail to perform and observe any of the terms of agreement, other than for payment of rent, the Tenant can be terminated if Landlord gives Tenant notice requiring Tenant to vacate on or before a date at least 14 days after the giving of the notice.

5. **Landlord Duties:** Landlord promises to repair, clean or improve the premises as follows by the completion dates noted: \_\_\_\_\_

## 6. Special Conditions/Others:

Tenant agrees to the repayment of promotional offers and rental incentives if the full Rental Agreement term is not fulfilled.

7. **Utilities:** Charges are NOT included in the rent except HEAT, SEWER/WATER and \_\_\_\_\_

Tenant shall pay promptly when due any utility charge not included in the rent.

8. **Joint and several liability: All tenants, if more than one, shall be jointly and severally liable for the full amount of any payment due under this agreement and performance of all other terms of this Agreement.**

**Agent for service of process/Agent authorized to collect and receive rent/Agent authorized to manage and maintain the premises:**

**EDGEWATER REAL ESTATE LLC.**  
104 E. Mason St., Suite A, Milwaukee, WI 53202  
(414) 255-2277 I Fax: (414) 255-2279 I info@edgewaterre.com

This application is subject to approval by management and I hereby authorize the owner or manager of said property to contact all parties listed above and a credit bureau to determine my qualifications for tenancy for stated residence. By this signature applicant acknowledges receipt of copy of this agreement and acknowledges having read a copy of the rules and regulations affecting the Premises.

**NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

**RENTAL AGREEMENT REQUIRES THE SIGNATURE OF ALL PARTIES OCCUPYING THE PREMISES DESCRIBED ABOVE.**

Applicant/Tenant Signature: \_\_\_\_\_

Applicant/Tenant Signature: \_\_\_\_\_

Applicant/Tenant Signature: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Accepted by Landlord/Owner: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

**Controlling Law:** Landlord and Tenant understand their rights and obligation under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulation related to the Premises, including local housing codes.

**Condition of Premises:** Tenant has had the opportunity to inspect the rental unit and had determined that it will fulfill their needs and acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the Premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

**Possession and Abandonment:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all the Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under the Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that tenant has vacated if Tenant abandons the Premises before expiration of termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less cost of re-renting, toward Tenant's obligation under the Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

**Abandoned Property:** If Tenant vacates or is evicted from the Premises and leaves personal property, Landlord may presume, in the absence of a written agreement between the Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that Tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine and prescription medical equipment, will be held for seven (7) days from the date of discovery.

**Use of Premises and Guests:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as occupants in the Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

**Criminal Activity Prohibited:** Tenant, any member of Tenant's household, guests, or invitee, shall not engage in or allow others to engage in any criminal activity, including drug related criminal activity, in the Premises or on the property.

**Check-In Report:** Tenant acknowledges receipt of Landlord's check-in report which Tenant agrees to complete and return to Landlord by the 8<sup>th</sup> day of the tenancy. Tenant may request, in writing, a list of physical damages and defects charged to the previous tenant's security deposit no later than the fifth day of tenancy.

**Maintenance:** Pursuant to s704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor lien to attached to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

**Responsibility for Utilities:** Tenant must maintain utilities for the Premises until the end of the term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the term or until the last day that Tenant is responsible for rent.

**Repairs:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this agreement or in a separate addendum to this agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

**Renters Insurance Recommended:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or Landlord. Landlord shall not be liable for any loss or damage which Tenant may sustain from: (a) theft or burglary in or about the premises; (b) delay or interruption in any service for any cause whatsoever; (c) fire, water, rain, frost, snow, gas or odors or fumes from any source whatsoever and from injury or damage caused by bursting or leaking pipes or failure or backing up of sewer drains and pipes; (d) any injury to any person or damage to any person or property not caused by Landlord's direct negligence; (e) failure to keep said premises, appliances, and equipment therein in repair.

**Notice of Domestic Abuse Protections:**

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 had 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 the 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.

**Entry by Landlord:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenant or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice 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 from damaged. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

**Extermination Costs:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and /or improper use of Premises. For the presence of *cimex lectularius*, (Bedbugs), refer to additional "Bedbug Addendum".

**Rules:** Landlord may make such reasonable rules governing the premises and the building of which they are a part as Landlord deems necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this agreement. Landlord may make changes in the rules and give written notice of changes to Tenant at least 14 days before the new rules become effective. Landlord shall not be responsible to Tenant for any non-observance of rules and regulations on the part of the other Tenants. Tenant acknowledges receipt of any rules attached to this agreement upon executing this agreement.

**Non-Waiver:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent of any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

**Sale of Property:** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligation under this agreement are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Agreement.

**Abandonment:** If Tenant shall abandon the premises before the expiration of the tenancy, Landlord shall make reasonable efforts to re-rent premises and shall apply any rent received, less costs of any deficiency. Attempts to mitigate damages need not be commenced until after Tenant actually vacates, whether or not Landlord has prior notice of Tenant's intention to do so. If Tenant is absent from the premises for two (2) successive weeks, or if the Tenant removes from the premises such item necessary for his living in the property (including but not limited to; food, cooking utensils, clothing, and bedding) without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned.

**Code Violations and Adverse Conditions:** 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 does 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 and safety.

**HEATING:** During severe or prolonged cold weather, in order to eliminate the possibility of frozen pipes, if your apartment has an individually controlled thermostat, DO NOT TURN THE THERMOSTAT BELOW 67 DEGREES EVEN WHEN YOU ARE NOT IN THE APARTMENT. DO NOT LEAVE THE WINDOWS OPEN. ANY DAMAGE CAUSED BY NOT ALLOWING ENOUGH HEAT INTO THE PREMISES WILL BE THE RESPONSIBILITY OF THE TENANT TO PAY.

**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.

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