



## Student Housing Lease Contract

By this agreement made and entered into on \_\_\_\_\_ between Landlord and Tenant (referred to in singular whether one or more) on the following terms and conditions. This written contract voids any prior verbal agreement.

**Landlord:**

**Phone:**

**Tenants**

**Guarantor:**

**Premises: Apartment Number:** \_\_\_\_\_ **Bedroom Number:** \_\_\_\_\_ **Floor Plan:** \_\_\_\_\_.

When this Lease Contract is signed, all fees are paid, and any guarantor paperwork is received, Landlord will set aside a bedroom from our inventory for Tenant.

**Rent and Lease Term:** Rent is due and payable on the first (1<sup>st</sup>) day of each month. The lease is hereby entered into as follows:

**Lease Term From** \_\_\_\_\_ **to** \_\_\_\_\_.

**Special Conditions:** \_\_\_\_\_.

- 1. Rent.** Rent for the term is \$ \_\_\_\_\_. Tenant agrees to pay, without demand, to Landlord as rent for the stated premises, \_\_\_\_\_ installments of \$ \_\_\_\_\_ each. The first installment is due on or before the first (1<sup>st</sup>) of the month in which this Lease begins. All other payments must be made by the first (1<sup>st</sup>) of each month thereafter. Time is of the essence. Rent is payable to \_\_\_\_\_; 2830 Curry Court, Suite 4, Green Bay, WI 54311. If rent has not been received by the 5<sup>th</sup> of each month, a late charge of \$75.00 for each late payment will be in effect. The term "rent" is defined to include any rent that is past due as well as any late fees owed for rent that is past due.
- 2. Security Deposit.** Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ due on or before the date this Lease Contract is signed, to be held by Landlord, for the faithful performance by Tenant of the terms hereof, to be returned to Tenant without interest, on the full and faithful performance by Tenant of the provisions stated. Security Deposit cannot be used for payment of rent.
- 3. Quiet Enjoyment.** Tenant agrees to peacefully and quietly have, hold, and enjoy the stated premises during the lease term and shall not engage or permit their guests to engage in activities which unduly disturb neighbors or tenants.
- 4. Use of Premises.** Tenant access may include exclusive areas, shared common space in the apartment, and common areas in the property. Tenant has a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. All tenants have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to Tenant, and Landlord has the right to assign a roommate to any vacancy at any time with our without notice. The stated premises shall be used and occupied by Tenant exclusively as a student housing residence, and neither the premises nor any part thereof, shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind or for any purpose other than as a student housing residence without the expressed written consent of Landlord. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, affecting the cleanliness, occupancy, and preservation of the premises, including common areas, during the term of this lease.
- 5. Criminal/Inappropriate Behavior.** Tenant shall abide by all state and federal laws and shall not use or permit the use of the premises for any unlawful purpose. Tenant further agrees to treat Landlord, Landlord Agents, neighbors, guests, and those around them in a friendly manner. No foul, abusive, or threatening actions or language toward others is permitted and will be considered a breach of this lease.

#### 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 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.

- 6. Number of Occupants.** Tenant agrees that the stated premises shall be occupied by no more than \_\_\_\_\_ persons, consisting of \_\_\_\_\_ adults, without the written consent of Landlord. Occupancy is restricted to individuals indicated on the application.
- 7. Condition of Premises.** Tenant agrees that he/she has inspected the stated premises, including the grounds and all buildings and improvements, and that they are at the time of this lease, in good order, repair, and in safe, clean, and tenantable condition. Tenant accepts the apartment, fixtures and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. Tenant will have seven (7) days after occupying the apartment to report damages and submit a move-in inspection form, after which everything will be deemed to be in a clean, safe, and tenantable condition.
- 8. Assignment and Subletting.** Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Landlord to one assignment, subletting, concession, or license, shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment of subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, Homeaway, or VRBO. Tenant may not list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on any websites without the written consent of Landlord.
- 9. Transfers.** Tenant must get Landlord prior written approval for any transfer. If transfer is approved, Tenant must:
  - (a) be in compliance with all terms of the lease

- (b) execute a new lease or other agreement for the space to which Tenant is transferring.
- (c) complete all required forms
- (d) pay a new Security Deposit in advance if required; *and*
- (e) pay transfer fee of \$250.00 in advance if Tenant is moving from one apartment to another or \$250.00 if Tenant is moving from one space to another in the same apartment.

Under no circumstances will Landlord be responsible for paying Tenant's moving costs.

- 10. Relocation.** Landlord reserves the right at any time, upon five (5) days prior written notice to Tenant and without Tenant having to pay any transfer fee, to relocate Tenant to another bedroom in the apartment or to another apartment within the apartment community.
- 11. Delay of Occupancy.** Landlord is not responsible for any delay of Tenant's occupancy caused by previous Tenant's holding over or repairs or cleaning that prevent Tenant from occupying the apartment. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; and (2) Tenant's right to terminate as set forth below. After termination, Tenant is entitled only to a refund of the deposit(s) paid and any rent paid. If there is a delay and Landlord has not given notice of delay, Tenant may terminate up to the date when the apartment is ready for occupancy, but no later. **Termination notice must be in writing.**
- (a) If Landlord gives written notice to Tenant of a delay due to previous Tenant's holding over, and states that the apartment will be ready on a specific date, Tenant may terminate the Lease Contract within three (3) days of notice, but not later.
- If no termination occurs, the readiness date is considered the new lease start date for all purposes.
- 12. Alterations and Improvements.** Tenant shall make no alterations to the buildings on the stated premises, or construct any building or make other improvements on the stated premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the stated premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the stated premises at the expiration or sooner termination of this lease.
- 13. Dangerous Materials.** Tenant shall not keep or have on the leased premises anything of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.
- 14. Utilities.** Landlord will pay for the following: Electricity, gas, water, internet, trash/recycling, wastewater, cable. Tenant's per-person share of any sub metered or allocated utilities or services for the apartment will be included as itemized charge on a billing statement to Tenant. "Per-person" is determined by the number of tenants authorized to be living in the apartment at the time of the utility billing. Tenant will pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during the lease term. Landlord may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing utility costs. Unless prohibited by law, Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Tenant must notify Landlord immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, Tenant must notify Landlord as soon as possible on a business day. Landlord will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless required by WIS STAT 704.07.
- 15. Landlord's Right to Terminate for Casualty Loss/Property Closure.** If Landlord believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may terminate tenancy within a reasonable time by giving Tenant written notice. Landlord also has the right to terminate this Lease during the lease term by giving Tenant at least thirty (30) days' written notice of termination if Landlord will be demolishing the apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If tenancy is so terminated, Landlord will refund prorated rent and all deposits, less lawful deductions. Landlord may also remove personal property if it causes a health or safety hazard.
- 16. Resident Safety and Loss.** Landlord is *not liable to Tenant, other tenants in the apartment or guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* Landlord is not liable to Tenant, other tenants, guests or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by Landlord's negligence, unless otherwise required by law. **Landlord does not warrant security of any kind. Tenant agrees to not rely upon any security measures taken by Landlord for personal security, and that Tenant will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.**
- 17. Maintenance and Repair.** Tenant will keep and maintain the leased premises in good and sanitary condition, and in as good condition as it was at the beginning of the term or as subsequently improved by Landlord, during the term of this lease and any renewal thereof. Maintenance and repair of the leased premises, not due to Tenant's misuse, waste, or neglect, or that of Tenant's employee, family, agent, or visitor, shall be the responsibility of Landlord or his assigns. Tenant agrees to promptly notify Landlord of any maintenance or repair issues. Tenant agrees that no signs shall be placed or painting done on or about the leased premises by Tenant or at Tenant's direction without the prior written consent of Landlord.
- 18. Extermination Costs:** Tenant will be responsible for any and all costs of extermination or removal of any insects, pests, or rodents that are found on the premises and which are a result of Tenant's acts, negligence, failure to keep premises clean, failure to remove garbage and waste from the premises, and/or Tenant's improper use of the premises.
- 19. Animals.** Animals and the visitation of animals are prohibited. Unauthorized animals found on the premises are a breach of lease. Landlord may remove an illegal or unauthorized animal by (1) leaving notice of intent to remove the animal within 24 hours; *and* (2) following the procedures of paragraph 20 (Right of Entry). Landlord will not be liable for loss, harm, sickness, or death of the animal unless due to Landlord's negligence. The animal will be returned to Tenant upon request if it has not already been turned over to a humane society or local authority. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord has no lien on the animal for any purpose.
- 20. Right of Entry.** Landlord and his agents shall have the right during the term of this lease and any renewal thereof, to enter the premises, with or without Tenant's consent, at reasonable times, upon twelve (12) hours advance notice to inspect, make repairs, show premises to prospective tenants, or comply with applicable laws or regulations. Landlord and his agents have the right to enter the premises without advance notice under emergency conditions to preserve or protect the premises or when a health or safety emergency exists. Locks shall not be changed or added by Tenant. Denial of access shall be considered a breach of lease.
- 21. Electronic Delivery of Certain Documents/Information.** Landlord may, but is not required to, provide the following information and/or documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a security deposit accounting and any documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve any portion of the premises made by Landlord prior to entering into this rental agreement with Tenant; (d) advance notice of entry to inspect, make repairs, or show the premises to prospective tenants or purchasers.

- 22. Guests.** "Guests" include anyone entering the apartment for any reason. Tenant is responsible for the conduct of their guests, invitees, family members, and any other person whom has been allowed to enter the property or apartment, as if such conduct were their own. Unless otherwise stated in this Lease or policies, no more than 10 people may be present in the apartment at one time. Other than tenants and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 3 consecutive days without Landlord's prior written consent. Landlord may exclude from the apartment community guests or others who, in Landlord's judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or Landlord representatives. Landlord may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a guest of a specific tenant in the community.
- 22. End of Lease:** This lease agreement does not automatically renew. The move-out date is the final date of the Lease Contract term and cannot be changed unless Tenant and Landlord both agree in writing. Tenant agrees not to move out before the Lease Contract term. Tenant, guests, and occupants must vacate or surrender the bedroom and apartment before the time begins for deposit refund/accounting. Tenant must give Landlord the U.S. Postal Service, in writing, their forwarding address.
- 23. Default.** Failure of either party to comply substantially with the provisions of this agreement or rules given to Tenant at time of application and upon signing this agreement is a breach of the lease. Should Tenant neglect or fail to perform and observe any of the terms of this lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and proceed to evict Tenant from the leased premises without limiting the liability of Tenant for the rent due or to become due under this lease. If Tenant has been given such notice and remedied the breach within the required period, or has been permitted to remain in the premises, and within one (1) year of such previous breach, Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before the date at least fourteen (14) days after the giving of notice as provided in Section 704.17, Wis. Stat. This provision shall apply to any lease term.
- 24. Abandonment.** If Landlord has reason to believe that the apartment has been abandoned, after three (3) weeks of attempts to contact Tenant with no response from Tenant, Landlord may proceed with the appropriate law regarding removal of possessions in the attempt to re-rent. Landlord will not store any items of personal property that Tenant leaves behind or abandons when Tenant vacates, except for prescription medication or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of the property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.
- 25. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
- 26. Severability of Rental Agreement Provisions.** The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.
- 27. Renter's Insurance.** Landlord requires that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Minimum liability coverage is \$100,000 and Landlord must be listed on the policy as additional interest. Personal property includes contents of refrigerators/freezers and any other belongings brought into the unit by Tenant. If the required renter's insurance policy documentation is not provided, Landlord may elect to (but is not required to) enroll Tenant in a force-placed renter's insurance policy with the \$100,000 liability coverage at the full cost to the Tenant due as additional rent. Tenant is fully responsible for ensuring that the Landlord has accurate insurance information on file. Ultimately the Tenant is responsible for damages.
- 28. Corporate Information.** The company responsible for collecting rents, maintenance issues, and service of process is located at 2830 Curry Ct., Suite 4, Green Bay, WI. 54311.
- 29. Other Terms.** We are a smoke-free property. No smoking in apartment or on the premises.

**Electronic Signature Agreement.** By completing and returning this document with your electronic signature, you consent to be legally bound by this agreement's terms and conditions, as if actually signed by you in writing.

**Consent to Electronic Delivery.** You specifically agree to receive any and all communications electronically. This includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as any other communications regarding your relationship with Toonen Properties and its affiliates. You accept electronic communications as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing.

**Valid and current email address, notification and updates.** Your current valid email address is required. You agree to keep Toonen Properties informed of any changes in your email address. It is your responsibility to regularly check for electronic communications.

x _____	x _____	x _____	x _____ Landlord
---------	---------	---------	---------------------