

RESIDENTIAL RENTAL AGREEMENT

1 This Residential Rental Agreement for the Premises identified below is entered into by and between Landlord and Tenant (referred to in the singular whether  
2 one or more) on the following terms and conditions:

3 **TENANT:** ( \_\_\_\_\_ adults and \_\_\_\_\_ children) **LANDLORD:** \_\_\_\_\_

4 Tenant 1 \_\_\_\_\_ Tenant 2 \_\_\_\_\_

5 Tenant 3 \_\_\_\_\_ Tenant 4 \_\_\_\_\_

6 Additional occupants under the age of eighteen (18) residing in the Premises: \_\_\_\_\_

7 **PREMISES:** Building Address: \_\_\_\_\_

8 **TERM:** Choose either option (a) or (b)

9 ☐ (a) For a term of \_\_\_\_\_ months beginning on \_\_\_\_\_ at 12 noon and ending on \_\_\_\_\_ at 12 noon; or

10 ☒ (b) ~~Month to month tenancy beginning on \_\_\_\_\_ at 12 noon and continuing until terminated (at 12 noon).~~

11 **NOTE:** An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.  
12 See section labeled "Notice to Vacate".

13 Tenant agrees to pay the following amounts: **Rent** \$ \_\_\_\_\_ Outside Parking (1) # \_\_\_\_\_ Garage Parking \$ \_\_\_\_\_ Pet Rent \$ \_\_\_\_\_

14 Other \$ \_\_\_\_\_ for \_\_\_\_\_ for the **TOTAL SUM OF \$** \_\_\_\_\_

15 **per month** to be received by the 1st day of each month. If rent is received after the **1st** day, Tenant shall pay a late fee of \$ **50.00**

16 **RENT:** made payable to \_\_\_\_\_ at **PO Box 5132, Elm Grove, WI 53122**

17 **AGENT** for collection of rents: **Colleen Toohey** Phone: **262-424-2601**

18 Address: **1655 Spring Drive, Brookfield, WI 53005** Email: **ctoohey@tooheyapts.com**

19 **AGENT** for service of process: **Colleen Toohey** Phone: **262-424-2601**

20 Address: **1655 Spring Drive, Brookfield, WI 53005** Email: **ctoohey@tooheyapts.com**

21 **AGENT** for management and maintenance: **Colleen Toohey** Phone: **262-424-2601**

22 Address: **1655 Spring Drive, Brookfield, WI 53005** Email: **ctoohey@tooheyapts.com**

23 Rent may be paid by the following methods: ☐ Personal Check ☐ Money Order ☐ Certified or Cashier's Check ☐ Other

24 Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants,**  
25 **if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of a delinquent  
26 payment does not constitute a waiver of that default or any other default under this Agreement.

27

UTILITY CHARGES	Electric	Gas	Heat	Hot Water	Water & Sewer	Trash/Recycling
Landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tenant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

28 **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.  
29 The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in Wis. Stat. § 704.28(4). If  
30 any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of  
31 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  
32 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 of the premises,  
33 normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1). Tenant may not use the  
34 security deposit as payment for the last month's rent without the written permission of Landlord.

35 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of  
36 their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects; and (b) request a list of physical damages or defects, if any, charged against  
37 the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages and/or defects charged against the  
38 previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from  
39 when the request was received or within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need  
40 not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In/Check-Out sheet.  
41 Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.  
42 **RULES:** Landlord may make reasonable Rules and Regulations governing the use and occupancy of the Premises or the building in which it is located, common areas, and the  
43 surrounding grounds ("rental property"). Any failure by Tenant to substantially comply with the Rules and Regulations will be a breach of this Agreement. Landlord may amend  
44 the Rules and Regulations to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the Premises or rental property. No such  
45 amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the rental property of which it is a part. A copy of the Rules and Regulations, if  
46 applicable, have been given to Tenant at the time of the signing of this Agreement.

47 **NOTICE TO VACATE: Lease for Term** – No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term.  
48 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original lease  
49 term and if so, enter into a new rental agreement accordingly. **Month-to-Month Tenancy** – Written notice must be received by the other party at least twenty-eight (28) days  
50 prior to the ending of a month-to-month tenancy. A month-to-month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a  
51 calendar month through the last day of a calendar month.

52 **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  
53 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  
54 control. Landlord shall give timely notice of any delay to Tenant.

55 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Rental Agreement or before; vacating of the  
56 Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.

57 **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  
58 not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its  
59 right to enforce a violation or breach of any term of this Rental Agreement by Tenant.

60 **CRIME VICTIM PROTECTIONS:** Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the  
61 Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

62 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this  
63 Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

64 **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  
65 or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

66 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering  
67 into this Agreement and prior to accepting any earnest money or security deposit.

68 **Pets and water beds are not permitted unless indicated otherwise in writing.**

69 **A Check-In/Check-Out sheet or similar must be provided by the Landlord and filled out by Tenant to be returned to Landlord within seven (7) days. This verifies the**  
70 **condition of the Premises upon occupancy as required by Wis. Stat. § 704.08.**

71 **SPECIAL PROVISIONS:** \_\_\_\_\_  
72 \_\_\_\_\_  
73 \_\_\_\_\_  
74 \_\_\_\_\_

75 **Emergency Contact:** Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

76 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.**

**OWNER / AGENT OF OWNER**

**TENANT(S)**

Signature  
Print Name: \_\_\_\_\_ (date)  
Signature  
Print Name: \_\_\_\_\_ (date)

Signature: \_\_\_\_\_  
Print Name: **Colleen A. Toohey** (date)

Signature  
Print Name: \_\_\_\_\_ (date)  
Signature  
Print Name: \_\_\_\_\_ (date)

See reverse side for  
additional provisions.



77 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Wis. Stat. ch. 704  
78 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules, and regulations related to the Premises, including local  
79 housing codes.

80 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the Premises and has determined that it will fulfill Tenant's needs and acknowledges that the Premises is in good  
81 and satisfactory condition, except as noted in the Check-In/Check-Out form provided to Tenant, prior to taking occupancy. Tenant agrees to maintain the Premises during Tenant's tenancy  
82 and return it to Landlord in the same condition as it was received less normal wear and tear. This also includes, see provision **"Crime Victim Protections"** line 60.

83 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly  
84 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  
85 Premises on the last day of the tenancy provided under this Agreement, except that, if Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has  
86 vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice  
87 on the second day after mailing. 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  
88 Premises before expiration or 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  
89 efforts to re-rent the Premises and apply any rent received, less actual costs of re-rental, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency as  
90 allowed by law.

91 **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  
92 Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and Landlord may dispose of it in any manner that Landlord, in Landlord's sole discretion, determines  
93 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 or  
94 prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will give  
95 Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of said property by personal service, regular mail, or certified mail to Tenant's last known  
96 address, prior to disposal.

97 **USE OF PREMISES:** Tenant shall use the Premises or rental property for residential purposes only. Operating a business, including but not limited to, providing childcare for children not  
98 listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises or rental property for any unlawful purpose; (2) engage in activities  
99 which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises or rental property anything which would adversely affect coverage under a standard fire and  
100 extended insurance policy. This also includes, see provision **"Crime Victim Protections"** line 60.

101 **GUESTS:** Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is  
102 not excessive for the size of the facilities of the Premises. Unless prior written consent is given by Landlord, Tenant may not have any person who is not listed on this Agreement reside in  
103 the Premises for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3) consecutive days within any one (1) month period. Tenant shall be  
104 liable for any property damage, waste, or neglect of the Premises or rental property, that is caused by the negligence or improper use by Tenant, Tenant's household members, guests, and/  
105 or invitees. This also includes, see provision **"Crime Victim Protections"** line 60.

106 **NON-LIABILITY OF LANDLORD:** Landlord, except for its intentional or negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from any of the  
107 following: (a) theft, burglary, or other criminal acts committed by a third-party in or about the Premises or rental property; (b) delay or interruption in any service from any cause whatsoever;  
108 (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever; (d) injury or damages caused by bursting or leaking pipes or the back up of sewer drains or pipes;  
109 (e) disrepair or malfunction of the Premises or rental property, appliances, or other equipment unless Landlord was provided with prior written notice of the problem by Tenant. Tenant  
110 holds Landlord harmless from any claims or damages resulting from any intentional or negligent acts or omissions of Tenant, Tenant's household members, guests, invitees, and/or other  
111 third-parties, including other tenants. Nothing in this Agreement should be construed to relieve Landlord from any liability for property damage or personal injury caused by the intentional  
112 or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injury arising from causes clearly beyond Tenant's control, or for property damage caused by natural  
113 disasters or by persons other than Tenant or Tenant's guests or invitees.

114 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related  
115 criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the  
116 default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee  
117 of Tenant or a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health and safety of, or right to peaceful enjoyment of the Premises  
118 by, other tenants; (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises;  
119 (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord; (d) drug-related criminal activity, which includes the manufacture or distribution of  
120 a controlled substance, on or near the Premises. It is not necessary that there has been an arrest or conviction for the criminal activity or drug-related criminal activity. This also includes,  
121 see provision **"Crime Victim Protections"** line 60

122 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities  
123 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  
124 or should Tenant be held liable to a third party and/or Landlord.

125 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the Premises or rental property the  
126 following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles, explosives, fireworks,  
127 sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

128 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under  
129 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  
130 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's lien to attach to the  
131 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  
132 which it is located, unless otherwise allowed under the rules or unless Landlord has granted prior written approval. Landlord shall keep the heating equipment in a safe and operable condition.  
133 Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located. Nothing in this  
134 Agreement should be construed to relieve Landlord from liability for property damage or personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability  
135 on Tenant for personal injuries arising from causes clearly beyond Tenant's control, or for property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests or  
136 invitees. Nothing in this Agreement should be construed to allow Landlord to evict or exclude Tenant from the Premises other than by the judicial eviction procedures as set forth in Chapter 799  
137 of the Wisconsin Statutes. This also includes, see provision **"Crime Victim Protections"** line 60.

138 **PAYMENT FOR DAMAGE:** Tenant is responsible for any damage, waste, or neglect caused by Tenant, Tenant's household members, guests, or invitees including, but not limited to,  
139 damage, waste, or neglect to the Premises or rental property. Tenant must pay Landlord for any costs to repair or replace any damage, waste, or neglect within ten (10) days of demand.  
140 Tenant may be required to pay estimated repair costs before work will begin. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing the  
141 damage, waste, or neglect. This also includes, see provision **"Crime Victim Protections"** line 60.

142 **REIMBURSEMENT TO LANDLORD:** If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the option, but is not required to, pay said  
143 amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand. Reimbursement under Landlord's demand does not waive  
144 Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially. This also includes, see provision **"Crime Victim Protections"** line 60.

145 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises or rental property without the prior written consent of Landlord. Modifications include, but  
146 are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, mounting of flat-screen televisions to the wall, building  
147 of any additions, installation of any satellite dishes, or any modifications that would be attached to the ceiling, floor, or walls of the Premises. This restriction does not apply to the hanging  
148 of photographs, paintings, or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original  
149 condition. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

150 **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  
151 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  
152 use of the Premises.

153 **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  
154 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 when a  
155 health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change  
156 locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

157 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and  
158 observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date  
159 at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the  
160 Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted  
161 to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of this Agreement, this Agreement may be  
162 terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not  
163 apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.16(3), 704.17(2)(c), and 704.17(3m). The language in this section shall apply to any lease for a specific term and does  
164 not apply to a month-to-month tenancy. If Landlord commits a breach, Tenant has all rights and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45 and  
165 Wis. Admin. Code § ATCP 134. This also includes, see provision **"Crime Victim Protections"** line 60.

166 **RENT:** Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted. If any of Tenant's rent payments are  
167 returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made via certified funds. All late fees, security deposit, utility charges, or any  
168 other monetary amount set forth under this Agreement are to be considered and defined as "rent."

169 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises or rental property unless indicated otherwise  
170 in writing.

171 **DAMAGE BY CASUALTY:** If the Premises or rental property is damaged by fire or other casualty ("the casualty") to a degree which renders it untenable, and if, in Landlord's sole  
172 discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate until the Premises is restored to a condition comparable to its  
173 condition prior to the casualty. Tenant's liability for rent will not abate if the casualty was caused in any part by the negligence or intentional acts of Tenant, Tenant's household members,  
174 guests, or invitees. Tenant may be required to vacate the Premises during repairs. If, in Landlord's sole discretion, the Premises or rental property cannot be repaired in a reasonable period  
175 of time, this Agreement will terminate as of the date of the casualty. If, after the casualty, the Premises or rental property remain tenantable, Landlord will complete repairs as soon as  
176 reasonably possible.

177 **NOTICE OF DOMESTIC ABUSE PROTECTIONS: 1.** As provided in Wis. Stat. § 106.50 (5m) (dm), a Tenant has a defense to an eviction action if the Tenant can prove that the Landlord  
178 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,  
179 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  
180 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  
181 Tenant and the Tenant has not subsequently invited the person to be the Tenant's guest.

182 **2.** A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Agreement in certain limited situations, as provided in Wis. Stat. § 704.16.  
183 If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

184 **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.

185 **COMPLIANCE WITH WIS. STAT. § 704.44:** Nothing in this Agreement authorizes Landlord to do anything that would be a violation of Wis. Stat. § 704.44 or ATCP § 134.08.

186 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain, and will be responsible for the cost of, all utilities for the Premises until the end of the lease term or until the last day that Tenant  
187 is responsible for rent.

188 **ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION:** Landlord may, but is not required to, provide the following information and/or documentation to Tenant via  
189 electronic means: (a) a copy of this Agreement and any documents related to this Agreement; (b) a security deposit and any documents related to the accounting and disposition of the  
190 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 Agreement with  
191 Tenant, (d) advance notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

192 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises, or any part of the Premises, without the prior written consent of Landlord. This prohibition  
193 includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, HomeAway, or VRBO.