



Brian Batley ~ P.O. Box 321 ~ Greenville, WI 54942-0321

734-657-6588

bbatleyhomes@gmail.com

RESIDENTIAL LEASE AGREEMENT

LEASE AGREEMENT entered into this _____ day of _____, 2024 by and between **Brian Batley**, hereinafter called "Landlord", and _____ hereinafter called "Tenant".

PREMISES: The Landlord does hereby lease to the Tenant the following described real estate Located in **Outagamie** County, State of Wisconsin, to wit:

(Address) **0000 Main Street
Anytown, WI 00000**

TERMS/POSSESSION:

Lease begins **Thursday, February 15, 2024, 12 noon**
Lease ends **Sunday, June 30, 2024, 12 noon**

February Proration **\$000** Monthly Rent **\$0,000.00** Monthly Pet Fee \$ Security Deposit **\$0,000.00**
Total Monthly Rent \$0,000.00

Beginning possession and end of leased premises will occur at 12 noon unless determined otherwise by Landlord and Tenant. Landlord is not obligated to provide possession until an amount equal to the first month's rent and the security deposit have been collected. Rent for the first month will be pro-rated by the Landlord if the Tenant takes possession of the leased premises on a date other than the first of the month.

RENT: Payments are due to the Landlord the first of day of each month of the lease term.

Payments may be mailed to: **Brian Batley, P.O. Box 321, Greenville, WI 54942-0321**

Payments may be sent electronically to: **Venmo -
Zelle -
Cash App -
PayPal -**

LATE PAYMENT/DISHONORED CHECKS:

Late payment fee = **\$25 each week** Dishonored check fee = **\$50**

Partial payment of rent does not abate the late fee. Landlord may require Tenant to make payment by certified funds if one or more of the Tenant's personal check/s is returned for insufficient funds. Chronic late payment is defined as paying rent after the due date on three or more occasions during the lease; Landlord may terminate the lease due to chronic late payment of rent.

SECURITY DEPOSIT: Tenant agrees that a security deposit of the amount of **\$0,000** shall be held by the Landlord. Said security deposit shall be refunded to the Tenant in the event that the premises are left in the condition called for

by this Lease, and in the event that the Tenant has paid through date of termination all rent to which the Tenant is legally responsible pursuant to Chapter 704, WI Stats. The Landlord shall, within twenty-one (21) days after termination of the Lease and surrender the premises, return all security deposits, less any amounts withheld by the Landlord. Deposits shall be returned by mail to the last known address of the Tenant.

The security deposit WILL BE RETURNED TO TENANT MINUS THE FINAL WATER/SEWER BILL in which case Landlord will pay on your behalf to assure this was paid IN FULL.

KEYS: Landlord shall be entitled to retain a key to the premises during the term of the Lease. Tenants shall not change the locks without prior written consent of the Landlord and Tenant will then immediately provide Landlord with a key to any new lock installed. Tenant will be given 2 set(s) of keys to the premises and 2 garage remote(s). If all keys and garage remotes are not returned to Landlord following termination of Lease, Tenant shall be charged one hundred fifty dollars **(\$150)**.

Initials of Tenant _____ Garage Keypad Code _____

ENTRY BY LANDLORD: During the lease period the Landlord or an agent of the Landlord may enter the premises in the case of an emergency or for the purposes of performing repairs, maintenance, inspections, appraisals or for other purposes reasonably related to an operation of the premises. The Landlord or an agent of the Landlord may also enter the premises for showing to potential tenants. Landlord shall make reasonable effort in advance of the intention to enter and shall attempt to establish a mutually agreeable time for entry.

CONDITION OF PREMISES: Tenant stipulates that he has examined the demised premises, including all 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.

PERSONAL PROPERTY INSURANCE: Personal property insurance is the responsibility of the Tenant to provide insurance coverage for their property.

TENANT'S LIABILITY INSURANCE: It is the responsibility of the Tenant to provide insurance coverage for their personal liability and for any negligence or defects of the Tenant causing injury to anyone coming upon the premises.

WAIVER OF SUBROGATION/HOLD HARMLESS: Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all demands, claims, cause of actions or liability arising from or caused by any hazard perils customarily covered by the standard fire and extended coverage and vandalism policies of insurance, regardless of damage or loss.

ASSIGNMENT AND SUBLETTING: Without prior written consent of the Landlord, the Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. An assignment, subletting, concession or license without the prior written consent of the Landlord, or an assignment of subletting by operation of law, shall be void and shall, at the Landlord's option, terminate this lease.

USE OF PREMISES: The premises shall be used and occupied by the Tenant exclusively as a private, single family residence and neither the premises nor any part thereof shall be used at any time during the term of this Lease by the Tenant for the purpose of carrying on any business, profession or trade of any kind, or for any other purpose other than as a private, single family residence. Tenant shall comply with sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the premises.

ALTERATIONS AND IMPROVEMENTS: Tenant shall make no alterations to the residence or construct any buildings or make other improvements on the stated premises without the prior written consent of the Landlord. All alterations, changes and improvements built, constructed or placed on the premises by the Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise provided by written agreement between the Landlord and the Tenant, be the property of the Landlord and remain on the premises at the expiration or termination of this lease.

MAINTENANCE AND REPAIR: Tenant shall be liable for maintenance and minor repairs to the premises. Any necessary replacements and major replacements shall be the expense of the Landlord, unless the replacement or major repair is caused by the negligence of the Tenant, or negligence of employees or guests of the Tenant.

In the case that the premises shall be partially damaged by fire or other casualty, the premises shall be repaired as soon as reasonably possible by and at the expense of the Landlord. In case that the damage is so extensive as to render the premises untenable, the rent shall cease until the same is repaired and the Lease may terminate at the option of either the Landlord or the Tenant and rent prorated to the date of said damage.

Landlord shall not be liable for any damage occasioned by fire to keep said Premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water stand, water closet or water pipe in, about, upon or above or coming through the roof, skylight, trap door or otherwise of the premises, or from any damage arising from acts or neglect of other tenants or occupants of the building.

Tenant shall keep the premises in a clean and tenable condition, both inside and outside, including janitorial services, such as raking leaves, trimming of shrubbery, mowing of grass, snow removal including sidewalks and driveways, etc. All shoveling of sidewalks and driveways must be completed within eighteen (18) hours after a snowfall. The Landlord may withhold the Tenant's security deposit in the event that the Tenant fails to remove snow from the sidewalk resulting in a municipality charging for sidewalk snow removal. Tenant shall keep the glass and screen in the windows clean and shall be responsible for replacement of same if damaged.

During said Lease, Tenant shall pay all water and sewer charges levied upon the premises at the time such charges become due and payable. During said Lease, **Tenant shall pay all utilities, including gas, electric and water bills, and any other utility bills** applicable to the premises, at the time such bills become due and payable.

Utility Companies:

Electric	Kaukauna Utilities (Apply Online) https://www.kaukaunautilities.com/ 920-766-5721
Gas	WE Energies 800-242-9137
Water	Village of Little Chute 920-423-3854

Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

NO SMOKING POLICY: Tenant is aware that they and/or their guests may NOT SMOKE INSIDE the physical building, including the garage of the premises. Nor may the Tenant and/or their guests vape inside the building, including the garage of the premises. Tenant and/or their guests MAY SMOKE OUTSIDE OF THE BUILDING ONLY.

Tenant Initials _____

NO PETS POLICY: No pets (dogs, cats, etc.) are permitted to be housed in the leased building, including the garage. No exceptions unless agreement is made in writing. The tenant agrees to pay a **\$0** (strike: refundable/non-refundable) pet fee before move-in.

Tenant Initials _____

PARKING OUTSIDE OF GARAGE: No boats, motor homes, non-working vehicles, etc. may be parked in property driveway for excessive lengths of time.

Tenant Initials _____

QUIET ENJOYMENT: Tenant agrees to peacefully and quietly have, hold and enjoy the stated premises during the lease term.

RIGHT OF INSPECTION: Landlord and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the leased premises for the purpose of inspecting the premises and all building and improvements thereon with a 12-hour notice.

DEFAULT: If any default is made in the payment of rent, or any part thereof, at the times herein specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of

the Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and removal all persons there from. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within 60 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

ABANDONMENT: If at any time during the term of this lease, Tenant abandons the leased premises or any part thereof, Landlord may, at his option, enter the leased premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, re-let the leased premises or any part thereof, for the whole or part of the then unexpired term, and may receive and collect all rent payable by virtue of re-letting and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under the lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing.

NOTICE OF INTENT TO VACATE: Tenant shall advise Landlord of any changes in tenancy with:

1) Advance notice of at least 60 days (Under Lease OR Month-to-Month)

2) When notice to vacate is given, the 60 days begins on the first of the upcoming month, not when notice is given.

-Example: Notice given March 17th, 60 days begin April 1st, move-out May 31st.

3) NO MOVE-OUT between November 1st and April 1st

-If wanting to move November 1st, must notify by September 1st

-If wanting to move April 1st, must notify by February 1st

Tenant Initials _____

SURRENDER OF PREMISES: At the expiration of the lease term, Tenant shall quit and surrender the premises hereby leased in good state and condition as they were at this commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

***Keys and garage door openers for leased premises shall be returned**

***Carpets must be professionally cleaned upon vacating**

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.

LEAD PAINT DISCLOSURE: "Housing before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention." The housing in this agreement was built in **2004**.

SEVERABILITY: If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

ENTIRE AGREEMENT: The lease constitutes the entire agreement between the parties. There are no verbal or written agreements between the parties that are to be considered a part of this lease unless they have been specifically noted herein.

CANCELLATION OF LEASE BEFORE POSSESSION: Tenant and Landlord agree that cancellation of this lease by Tenant after signing it will cause Landlord damage by requiring Landlord to re-rent the premises as well as possible loss of rental income. The parties also agree it is difficult to accurately establish that loss at the time of signing the lease. Using their best efforts to establish a fair compensation to Landlord in the case the Tenant cancels this lease prior to taking possession, they agree to the following measure of compensation as liquidated damage for the right to cancel the lease on the part of the Tenant in the following limited circumstances. Landlord shall retain the greater of one half of the deposit paid by Tenant to preserve the premises or an amount equal to one month's rent if

Tenant cancels this lease without taking possession, cancellation hereunder must be in writing and is only permitted within thirty (30) days after signing the lease. If Tenant does not honor the Lease and has not canceled pursuant to the conditions of this paragraph, the Tenant shall be liable for all damages sustained by Landlord as a result of the breach, Landlord may retain and apply the deposit toward the satisfaction of those damages. Such application does not waive liability on the part of Tenant for other damages Landlord may sustain because of the breach.

I/We have read and fully understand the provisions as stated above and agree to abide by the provisions for the duration of the stated lease period.

Lessee: _____ Date: _____

Lessee: _____ Date: _____

Lessor: _____ Date: _____

Brian Batley

Lessee Email: _____ Phone: _____

Lessee Email: _____ Phone: _____