

WELLSTON APARTMENTS LEASE

It is mutually agreed this date by and between **WELLSTON APARTMENTS**, Lessor, and

_____, Lessee, that:

1. Lessor does hereby lease to Lessee the following described premises in the municipality of _____, County of _____, and State of Wisconsin, to wit: Apt. No. _____ located at _____ for a term of _____ months beginning at NOON on the 1st day of _____, 20____ and ending at NOON on the Last day of _____, 20____, Lessee paying the sum of \$_____ per month, in advance, on the 1st day of each month of this lease with the first payment due and owing on the 1st day of _____, 20____, payments to be mailed to **WELLSTON APARTMENTS, 117 N. JEFFERSON STREET SUITE 202, MILWAUKEE, WI 53202** or such other place as Lessor may designate in writing. Included in the rent are: heat, hot water, refrigerator, stove, all attached or installed appliances and fixtures. Lessee shall pay all electric and cooking gas bills at such time bills become due and payable.
2. The terms "Lessor" and "Lessee" when used herein shall be taken to mean either singular or plural, masculine or feminine, as the case may be, and the provisions of this instrument shall bind the parties mutually, their heirs, personal representatives, successors and assigns.
3. This lease shall terminate on the termination date set forth above, except that it shall be extended on a month to month basis unless and until terminated by either party by the service of a written notice (in the manner prescribed by law) at least 60 days, but no less than two full months, prior to the expiration of this lease or the expiration of any month to month term whichever is applicable.
4. Unless otherwise required by law, any notice or demand by either party upon the other shall be in writing, and if to Lessee shall be deemed given if personally served on Lessee or left at the leased premises or deposited in the U.S. Mail. Notices to Lessor shall be sent by U.S. Mail, addressed to Lessor, at WELLSTON APARTMENTS, 117 N. JEFFERSON STREET SUITE 202, MILWAUKEE, WI 53202. Neither party shall be allowed to rely on any oral representations. Any changes to the lease must be in writing and signed by Lessor and Lessee.
5. The project is managed by the Wellston Apartments, Agents of the management company are authorized to collect or receive rent and to accept service or other notices at the above-referenced address.
6. Lessee shall not assign this lease, nor sublet said premises or any part thereof, without prior written consent of Lessor. Lessee shall remain liable to Lessor in the event of any assignment or subleasing, pay **\$100.00** administrative costs. "Note this provision does not change Lessor's obligation to mitigate damages under Wis. Stat. 704.29 and Wis. Admin. Code ATPC 134.08(2)", and, in addition, pay out-of-pocket expenses of Lessor.
7. Lessee herewith deposits with Lessor as security the sum of \$ _____, which deposit need not be held in trust, shall not bear interest, and which may be commingled with other funds of Lessor. Said deposit shall be refunded to Lessee in the event the premises are left in the condition called for by this lease and in the event that all monies due pursuant to this lease are paid. In no event shall such security deposit be applied toward any rent due or to become due without the consent of the Lessor. The said deposit shall be refundable by Lessor within 21 days after surrender of the premises by the Lessee. Lessee agrees to leave the premises broom clean, free and clear of personal belongings, furniture and rubbish, to leave all fixtures and appliances in a clean condition and, generally, to leave the premises tenantable. The cost of any damage caused by Lessee, normal wear and tear excepted, shall be deducted from the deposit and the Lessor shall be released from liability in the event of the sale of the premises upon furnishing to Lessee written acknowledgment from the purchaser of the receipt of such deposit.
8. Lessee shall be responsible for obtaining insurance coverage for their personal property.
9. Lessee agrees to vacate the premises at the end of the term, and deliver the keys to Lessor. If the Lessee vacates or abandons prior to the expiration of any term, Lessor may enter to prepare the premises for the next Lessee, upon receipt of keys or written notice from Lessee.
10. If Lessee leaves any property on the premises after vacation or abandonment, Lessee shall be deemed to have abandoned the property and Lessor shall have the right to dispose of the property as provided by law.
11. Lessor may make such reasonable rules governing the premises and the building of which they are a part as Lessor deems necessary. Lessee agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Lessor may make changes in the rules and shall give written notice of changes to Lessee at least 5 days before the new rules become effective. Lessee acknowledges receipt of the attached rules prior to execution of this lease.
12. Lessor may, at reasonable times and upon prior notice of 12 hours, enter and show said premises to the persons wishing to rent or purchase same, to make such repairs, or to inspect premises as Lessor may deem necessary unless repairs are of emergency nature or at the request of Lessee.
13. Lessee shall remain liable for any deficiency of rent and agrees to pay the same if he abandons or vacates the premises before the expiration of any terms, or in the event this lease is terminated for any breach of this lease on the part of the Lessee, provided that Lessor shall make reasonable efforts to re-rent the premises and all proceeds received therefore shall be applied toward Lessee's obligation. Reasonable efforts are defined as those steps which the Lessor would have taken to rent the premises if they had been vacated in due course, consistent with local practice for similar properties. If Lessee vacates or abandons, or this lease is terminated prior to the expiration of any term, the Lessee will be held responsible for the monthly rent, expenses incurred in re-renting the unit, any incentives used to expedite re-rental, and any damages that may not have been found upon initial inspection. Lessor may enter to prepare the premises for the next Lessee. Such entry, unless expressly stated to the contrary by Lessor, shall be deemed an entry for the purpose of mitigating damages.
14. Premises herein leased and every part thereof shall, during said term, be used only for residential purposes by Lessee and Lessee's immediate family or as listed on the application and Lessee will not permit said premises to be used for any immoral or unlawful purpose or purpose that will injure the reputation of same or the building of which they are a part, and will not use or keep in or about said premises any article or thing which would in any way affect the validity or rate of the Standard Fire Insurance Policy of the State of Wisconsin. Lessee shall not permit any guest or invitee to reside in the premises for any period exceeding two weeks without prior written consent of the Lessor.
15. Lessee shall not keep in or about said premises, any live animals, dogs, cats, reptiles or birds except as approved and executed under a separate pet agreement. Tenant is not allowed to "pet sit" without prior approval from management.
16. Lessee shall not bring upon the premises any waterbeds, unless and until Lessor is furnished with a certificate of insurance of not less than \$25,000.00 covering any damage which may result from the use of said waterbed.
17. Lessee shall obey all lawful orders, rules, and regulations of all governmental authorities.
18. Lessee must comply with all rules and regulations pertaining to deposition of rubbish, newspapers, trash and recycling specific to the premises. Compliance to recycling laws is mandatory.
19. Lessee shall keep said premises in a clean and tenantable condition.

Resident Initials _____

20. Lessee shall keep premises in as good repair as same are at commencement of said term, normal use and wear excepted and Lessee shall be responsible for all acts of negligence by Lessee and Lessee's guests and servants that result in harm other than personal injury, and for all personal injury caused by the negligence of Lessee and Lessee's agents and servants which occur that are within the control of the Lessee.
21. Lessee shall keep the glass and screens in the windows and storms clean and will replace broken glass and screens if not caused by windstorm or natural causes.
22. Lessee shall not paint upon, attach, exhibit or display in or about said premises any signs or placards, without written consent.
23. Lessee shall not alter or redecorate said premises without prior written consent of Lessor. All alterations to premises shall remain for the benefit of lessor unless otherwise provided in said consent.
24. Lessee shall not drive nails, tacks, screws or apply other fasteners on or into any walls, ceilings, floors or woodwork of said premises, or allow same to be done without written consent of Lessor or Lessor's Agent and in any case Lessee agrees to be responsible for any damage done, and will pay for same. Nothing whatsoever shall be attached or affixed either to the exterior of said building or any part thereof, whether permanent or otherwise, without written consent of Lessor agent. Lessor is hereby authorized to remove, at the expense of Lessee, anything so attached or affixed without consent. Notwithstanding the foregoing, Lessee may hang a reasonable number of reasonably sized wall decorations, such as pictures, provided that only adhesive fasteners are used on drywall surfaces and only small nail fasteners are used on plaster surface and provided further that all damages caused be repaired by Lessee.
25. If the premises or the building of which the premises are a part is so damaged by fire or other casualty, not occurring through Lessee's negligence, as to render the premises untenable, the rents payable hereunder shall be equitably abated during such period and until repaired. If, however, any such fire or other casualty so damages the premises or the building of which the premises are a part as to reasonably require a period of sixty (60) or more days in which to repair, Lessor, upon notice to Lessee within thirty (30) days after such damage, may terminate this lease.
26. Lessor shall not be liable for any injury, loss or damage not caused by the direct negligence of the landlord which Lessee may sustain from: (a) theft, burglary, or bodily injury in or about the premises; (b) delay or interruption in any service from 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 of pipes or failure or backing up of sewer drains and pipes; (d) failure to keep said premises and appliances and equipment therein in repair.
27. Should the Lessee, or any one of Lessee's family, or guests become intoxicated, disorderly, or create or permit any unnecessary noises (noise to include the operation of a radio, television or stereo or playing musical instruments during day or night to the extent that other tenants in the same building make complaint for that reason) or conduct themselves so as to annoy other tenants, such actions shall be considered a default under the lease which will allow Lessor to terminate Lessee's lease.
28. Any dispute which shall arise between the Lessee and other tenants of the same building, in the matter of the use of the premises or any part thereof, or of any of its appointments, may, at option of Lessor, be submitted to the arbitration of Lessor, whose decision shall be final between them.
29. Subject to FCC Regulations which allow for certain size satellite dishes, no aerial, antenna wire or any other apparatus for any other purpose whatsoever shall be attached or affixed either to the interior or the exterior of the said building or any part thereof, whether permanently or otherwise, without the written consent of the Lessor or his agent. The Lessor is hereby authorized to remove, at the expense of the Lessee, any such apparatus erected without such written consent.
30. The failure of Lessee to pay the rent or any other charge when due is hereafter called a "Rental Default." The failure of Lessee to comply with any other covenant or Rule or Regulation, which is to be performed or observed by Lessee, is hereafter called an "Other Default". In the case of a Rental Default or an Other Default, Lessor may terminate this lease and Lessee shall deliver up possession of the premises if Lessor gives Lessee notice to cure such default or vacate the premises on or before a date at least five (5) days after the giving of notice and Lessee fails to cure such default accordingly. If within one (1) year from the giving of any notice for Rental Default or for an Other Default there shall occur, for any reason, another Rental Default, or as the case may be, another Other Default, then this lease shall terminate if Lessor gives Lessee notice to vacate the premises on or before a date at least fourteen (14) days after the giving of such notice. No act of Lessor in terminating this lease or recovering possession of the premises shall discharge Lessee from payment of any rent reserved in this lease for the term thereof and Lessee shall remain liable for all of such rent and all of the damages sustained by Lessor on account of the breach of this lease by Lessee. In case of a Rental Default or an Other Default, Lessor may, in addition to terminating this lease, or in lieu thereof, pursue such other remedy, or combination of remedies, and recover such other damages for breach of tenancy and/or contract as available at law.
31. After the service of a notice or the commencement of a suit or after final judgment for possession of the premises, Lessor may receive and collect any rent due and apply the same as and for use and occupancy, and the payment and receipt thereof shall not waive or affect any such notice, suit or judgment.
32. Before Lessor can convert any earnest money deposit to a security deposit, Lessee shall have the right to do the following within seven (7) days after taking occupancy: (1) Inspect the dwelling unit and notify Lessor in writing of any preexisting defects or damages; (2) Lessee may request a list of physical damages or defects, if any, charged to the previous Lessee's security deposit. This request must be in writing. Subject to the above, Lessee shall be deemed to have received the premises in good order and repair, and shall be responsible for any damage thereto. At the end or sooner termination of this lease for any reason, Lessee will yield up the same in good condition and repair, ordinary wear and tear and damage, by fire excepted.
33. All Lessees, if more than one executes this lease, shall be jointly and severally liable for any payments due under this lease. All adult members of the household must sign the lease.
34. Lessee acknowledges reading and understanding all of the foregoing provisions including, but not limited to the terms of any subsequent amendments.
35. An administrative fee of \$15.00 will be assessed on all delinquent rents received or postmarked 6-14 days after rent due date and fee of \$25.00 on all delinquent rents received or postmarked 15-30 days after rent due date.
36. In the event Lessee fails to complete the financial obligations of this lease, and Lessor obtains a successor Lessee, the current Lessee shall be responsible for all reasonable costs and expenses in connection with re-renting the premises.
37. In the event Lessee fails to properly surrender the apartment upon the expiration or termination of occupancy rights Lessor shall be entitled to damages equal to one and one half times the previous monthly rent adjusted per diem for each day of the holdover.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 20_____.

LESSEE (Seal) _____

LESSEE (Seal) _____

LESSOR WELLSTON APARTMENTS. (Seal) By _____ **Agent For Owner**