

**RESIDENTIAL LEASE**

COMMUNITY \_\_\_\_\_

LEASE DATE: \_\_\_\_\_

LEASE EXPIRATION DATE: \_\_\_\_\_

Note: Periodic Lease, not intended for agricultural or mobile home purposes.

This Lease of the Premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed to by the parties):

TENANT(S): Number of occupants: \_\_\_\_\_  
Names: \_\_\_\_\_

LANDLORD: PRIMA MANAGEMENT, INC

Address for service of process: 6273 UNIVERISTY AVENUE SUITE C,  
MIDDLETON, WI 53562

Phone: (608) 831-4035

Fax: (608) 833-3174

Agent: PRIMA MANAGEMENT, INC

Agent for Maintenance, Management: PRIMA MANAGEMENT, INC or  
ONLINE AT [www.madtownrentals.com](http://www.madtownrentals.com)

Agent for collection of rents: PRIMA MANAGEMENT, INC

PREMISES: Building Address: \_\_\_\_\_

Apartment/room/room \_\_\_\_\_ Other \_\_\_\_\_

Included in furnishings/appliances: refrigerator, range, oven, other (list or attach  
addendum)

RENT: Rent of **\$000.00** For the Premises and **\$000.00**  
For other (specify) \_\_\_\_\_  
is due on the **1st** Day of each month and is payable at

**FORTUNE INVESTMENTS, LLC**  
**PO BOX 620422**  
**MIDDLETON, WI 53562**

TERM: (Strike (a) or (b))

☐ (a) Month to month beginning on \_\_\_\_\_, 20\_\_\_\_; or

☒ (b) For a term of **12** Months beginning on \_\_\_\_\_, 2008; and  
continuing to \_\_\_\_\_, 20\_\_\_\_.

(Note: A lease for a fixed term expires without further notice. If tenancy is to be  
continued beyond this term, parties should agree and make arrangements for this  
in advance of the lease expiration.)

UTILITIES: Check if paid by:	Landlord	Tenant
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer/water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

If Utilities or services payable by the Tenant are not separately metered, Tenants  
share of payments are allocated as follows: \_\_\_\_\_

If payment is not received or postmarked by the **1st** day of the month when due,  
rent is \$ **700.00** For the premises and \$ **0.00** For other. Charges  
incurred by the Landlord for Tenant's returned checks are payable by Tenant.  
Landlord shall provide a receipt for cash payments of rent. All tenants, if more than  
one, are jointly and severally liable for the full amount of any payments due under  
this Lease unless this sentence is stricken. Acceptance of a delinquent payment  
does not constitute a waiver of that default or any other default under this Lease.

Other Landlord or Tenant obligations: **Tenant is also responsible for his/her  
own recycling per Town of Windsor ordinances. Separation dumpsters have  
been provided for your convenience. Tenant is required to check for proper  
functioning of smoke alarm in unit. Tenant must notify landlord immediately  
if battery or unit needs replacing.**

Upon execution of this Lease, the Tenant shall pay a security deposit in the amount of **\$000.00** To be held by **FORTUNE INVESTMENTS LLC** in the operating account The  
deposit, less any amounts legally withheld, will be returned in person or mailed to the tenant's last known address within 21 days after the tenant surrenders the premises.  
Surrender shall include vacation of the premises and return of, or accounting for, landlord's property held by the tenant, including keys. Surrender shall not occur until tenant has  
vacated the premises and landlord has notice or knowledge of the tenant's vacation of premises. If any portion of the deposit is withheld, the landlord will provide and  
accompanying itemized statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or  
damages for which the tenant is responsible, normal wear and tear expected, may be deducted from the security deposit. No deduction may be made for any damages charged  
against the previous tenant's security deposit and the landlord shall provide the tenant a written description of such charges before a security deposit is accepted, or at the same  
time the previous tenant is notified of security deposit deductions, whichever occurs later. The tenant has 7 days from the beginning of the term of the lease to notify the landlord  
of any additional damage or defect existing prior to the tenant's occupancy and no deduction from the security deposit shall be made for any such damage or defect of which  
written notification is given within the time stated. The tenant may not use the security deposit as payment of the last month's rent without the written permission of the  
landlord. Time is of the essence as to delivery of possession of the premises to the tenant, completion of repairs promised in writing in the lease or before, vacation of the  
premises and return of landlord's property, payment of rent, performance of any act for which a date or deadline is set in this lease or by law, and \_\_\_\_\_. (Strike any parts  
that are not applicable.)

PARTIES FAILING TO PERFORM BY A "TIME IS OF THE ESSENCE" DEADLINE WILL BE IN BREACH OF THIS LEASE IMMEDIATELY UPON PASSING OF  
THE DEADLINE.

Special Provisions: \_\_\_\_\_

Pets (**are not**) (~~are~~) permitted. (Strike as applicable. If neither are struck pets are not permitted.)

Special Provisions relating to pets: \_\_\_\_\_ PETS ARE NOT PERMITTED

**THIS LEASE INCLUDES THE PROVISIONS ON THE FOLLOWING PAGE**

Landlord has previously provided tenant a copy of the lease and any rules and regulations. Landlord shall give the tenant the check-in sheet on or before commencement of this lease.

NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL RIGHTS UNDER THIS LEASE.

Those riders initialed by both landlord and tenant below are attached to this lease and are incorporated herein and made a part of this lease.

LANDLORD'S INITIALS	TENANT'S INITIALS	RIDERS	LANDLORD'S INITIALS	TENANT'S INITIALS	RIDERS
_____	_____	Guarantee/Renewal/Assignment	_____	_____	Repairs/Cleaning/
_____	_____	Rules and Regulations	_____	_____	Improvements (lines 170-172)
_____	_____	Smoke Detector Notice	_____	_____	Code Violations (lines 160-164)
		Other			Other:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE

Landlord/Agent: \_\_\_\_\_

Tenant: X \_\_\_\_\_

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

Tenant X \_\_\_\_\_



**CONTROLLING LAW.**

Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and ordinances including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter AG 134, and applicable local ordinances.

**POSSESSION; ABANDONMENT.**

Landlord shall give Tenant possession of the Premises as provided herein. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including and extension or renewal, or its termination in accordance with its terms or the law. If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for Tenant's breach of this, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency. If tenant is absent from the Premises for three 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. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and Landlord shall deal with it as provided by law, section 704.05(5), Wis. Stats.

**USE: GUESTS.**

Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of or tenants in the building in which the Premises are located, 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. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

**MAINTENANCE.**

Landlord shall keep in reasonable state of repair the structure of the building in which the Premises are located, those portions of the Premises under Landlord's control and all equipment under Landlord's control necessary to supply services Landlord has expressly or impliedly agreed to furnish such as heat, water, elevator or air conditioning. All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under Tenant's control a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear expected. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light bulbs, fuses and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises or the property of which it is a part. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which they are located. Landlord shall give the Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors as required under the rules of the Department of Industry, Labor, and Human Relations and each party shall fulfill its responsibilities under those rules.

**RULES.**

Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges receipt of these rules prior to signing this Lease. Any failure by Tenant to comply substantially with the rules is a breach of the Lease. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the amendment is mailed or delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any time before it becomes effective terminate this Lease by giving Landlord not less than 28 days' written notice, effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

**BREACH; TERMINATION.**

If this lease is for a term of one year or less, 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 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel 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 a notice and has remedied the breach or been permitted to remain on the Premises, and within one 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 a date at least 14 days after the giving of the notice.

**CODE VIOLATION; ADVERSE CONDITIONS.**

If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical service, unsafe electrical system, or hazardous conditions or structure) these are listed under Special Provisions, or a separate addendum to this Lease, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Lease is signed or any deposit accepted. If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate the Lease or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the Premises and if repairs are not made this Lease shall terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible.

**REPAIRS.**

Any promise of Landlord made before execution of this Lease to repair, clean or improve the Premises, including the proposed date of completion, is listed under Special Provisions or a separate addendum to this Lease. Time being of the essence as to completion of repairs does not apply to delay due to causes beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

**ENTRY BY LANDLORD.**

Landlord may enter the premises occupied by the Tenant at reasonable times with 24 hours advance notice to inspect 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 upon consent of the Tenant, or 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 in which they are located from damage. Tenant shall not add or change locks without obtaining the Landlord's written permission AND immediately providing Landlord keys to permit access to the Premises. Landlord shall not add or change locks without obtaining the Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access to the Premises is a breach of the Lease.

**ASSIGNMENT; SUBLEASE; CHANGES.**

Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld. This Lease may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Lease and enter a new Lease instead of renewing it, assigning it or subleasing the Premises.