

**S&S Properties of Madison, LLC of Madison, LLC**  
**Rental Agreement**  
 (For Review Purposes Only – This is Not An Official Agreement)

This Agreement for the lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions.

**PARTIES**

TENANT(s) (Print Names) \_\_\_\_\_

LANDLORD: S&S Properties of Madison, LLC  
7839 Big Timber Trail  
Middleton, WI 53562

**PREMISES**

Apartment/Unit No. House Rental Term: 1 year

First Day of Term: August 15, 2004 - Noon Last Day of Term: August 14, 2005 – Noon

This agreement is only for the stated term and is not automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

**UTILITIES**

Tenant must pay all utilities charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Air Conditioning	Hot Water	Trash / Recycling
Included in Rent							
Separately Metered	X	X	X	X	X	X	X
Cost Allocation*							

\*See Special Conditions

**RENT**

Rent Amount of \_\_\_\_\_ for Premises is due on the second day of each month. If payment is received by the first day of each month when due, rent is \_\_\_\_\_ for the Premises. Charges incurred by Landlord for Tenants's returned checks are payable by Tenant. Rent checks shall be made payable to S&S Properties of Madison, LLC and mailed or delivered to S&S Properties of Madison, LLC 7839 Big Timber Tr. Middleton, WI 53562. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

**SECURITY DEPOSIT**

Upon execution of this Agreement, Tenant agrees to pay a security deposit in the amount of \_\_\_\_\_ to be held by Landlord. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Tenant is responsible for giving Landlord his/her new address. Surrender shall occur on the last day of the term provided in this Rental Agreement, subject to the exceptions described in Wis. Admin. Code ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

**CHECK-IN REPORT**

Tenant acknowledges receipt of Landlord's check-in report which tenant agrees to complete and return to Landlord within 7 days of the first day of the rental term.

**SPECIAL CONDITIONS**

S&S Properties of Madison, LLC Rules and Regulations are part of this Lease.

**LANDLORD'S RIGHT TO ENTER**

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 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.

**ABANDONMENT**

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to landlord, landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. If Tenant leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law or per any written property lien agreement.

**TENANT RULES AND OBLIGATIONS USE**

During the lease term, as a condition of Tenant’s continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

1. To use the Premises for residential purposes only for Tenant and Tenant’s immediate family
2. To NOT make or permit use of the Premises for any unlawful purpose of any purpose that will injure the reputation of the Premises or the building of which they are a part.
3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.
4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To NOT permit in or about the premises any pet unless specifically authorized by Landlord in writing
6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the premises
7. To keep the premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the premises, and if damage results from Tenant’s failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
9. Unless tenant has received specific written consent from landlord, to not do or permitted any of the following:
  - a. Paint upon, attach, exhibit or display in or about the premises any sign or placard.
  - b. Alter or redecorate the premises
  - c. Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the premises
  - d. Attach or affix anything to the exterior of the premises or the building in which it is located
10. To NOT permit any guest or invites to reside in the premises without prior written consent of the Landlord
11. To be responsible for all acts of negligence or breaches of this agreement by tenant and tenant’s guests and invitees and to be liable for any resulting property damage or injury.
12. To NOT assign this Agreement not sublet the premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant’s liability under this Agreement.
13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant’s forwarding address to the Landlord.

**RULES**

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.

**DAMAGE BY CASUALTY**

If the premises are damaged by fire or other casualty, to a degree that renders them untenable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the premises, until the premises are restored. If repairs are not made, this Agreement 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.

**CODE VIOLATIONS**

The premises and the building of which they are a part are NOT currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this Agreement. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions. No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees Fahrenheit in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

**SMOKE DETECTOR NOTICE**

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within give days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES AS NEEDED.

**AGENCY NOTICE**

Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord’s interests and owe duties of loyalty and faithfulness to the Landlord. They also are, however, obligated to treat all parties fairly and in accordance with fair housing and other applicable laws and standards.

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	Check	Attachment	Check
Guarantee / Renewal / Assignment / Sublease	X	Nonstandard Rental Provisions	
Rules and Regulations	X	Code Violations	
Lead-Based Paint Disclosure & Pamphlet	X	Other:	

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS RENTAL AGREEMENT ON: \_\_\_\_\_

LANDLORD: S&S Properties of Madison, LLC

For Review Only – This does not constitute an official lease

TENANTS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_