

RESIDENTIAL RENTAL AGREEMENT

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

3 **TENANT:** (2 adults and 1 children)
4 Kayle Garcia mariah Garcia
5 Alejandro Garcia

7 **PREMISES:** Building Address
8 10773 W. Appleton Ave.
9 Milwaukee WI 53225
10 (city, village, town) (state) (zip)

11 Apartment/room/unit: N/A

12 Other: _____

13 Included furnishings/appliances: refrigerator, range, oven

14 other (list or attach addendum): Fridge + stove

15 Washer + dryer

17 **RENT:** Rent of \$ 875.00 for Premises and

18 \$ — for other (specify _____)

20 is to be received no later than the 5th day of each month

21 and is payable at Landlord's address

22 If rent is received after 5th day of the month

23 the Tenant shall pay a late fee of \$ 25.00

24 Charges incurred by Landlord for Tenant's returned checks are

25 payable by Tenant. Landlord shall provide a receipt for cash

26 payments of rent. **All tenants, if more than one, are jointly and**

27 **severally liable for the full amount of any payments due**

28 **under this Agreement.** Acceptance of a delinquent payment

29 does not constitute a waiver of that default or any other default

30 under this Agreement. Other Landlord or Tenant obligations:

31 _____

32 _____

33 _____

34 _____

35 _____

36 _____

37 _____

38 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 875.00 to be held by Landlord or

39 Landlord's agent. 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

40 forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The

41 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for

42 each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost

43 for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set

44 forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

45 **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

46 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

47 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 or defects charged against the

48 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

49 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

50 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.

51 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.

52 **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.

53 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

54 lease 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

55 (28) days 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

56 the first day of a calendar month through the last day of a calendar month.

57 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including

58 Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations

59 related to the Premises, including local housing codes.

60 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit

61 is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the

62 premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

63 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect

64 Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance

65 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

66 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the

67 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.

68 Time is of the essence means that a deadline must be strictly followed.

69 **SPECIAL PROVISIONS:** Tenants at 10773 Appleton Ave are responsible for all

70 lawn maintenance and snow removal. Snowblower + lawn mower provided.

71 Dogs are not allowed. Washer + Dryer is tenants responsibility to service

72 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review

73 prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

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

75 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

76 **OWNER / AGENT OF OWNER:** Signature: J O Keefe, member, J+N Enterprises LLC

77 Print Name: _____ (date) _____

78 **TENANT(S)** Signature: Kayle Garcia 8/11/20

79 Print Name: Alejandro Garcia (date) _____

80 Signature: _____ (date) _____

81 Print Name: _____ (date) _____

82 _____ (date) _____

LANDLORD: J+N Enterprises LLC
Agent for Jenifer O'Keefe 414-399-1908
service of 6508 S. 27th St Suite 9 #112
process Oak Creek WI 53154
(city, village, town) (state) (zip)

Agent for Nick Kochan
maintenance, 608-215-2482
management (name) (phone)
(address)

Agent for Jenifer O'Keefe
collection same as above
of rents (name) (phone)
(address)

(city, village, town) (state) (zip)

TERM: (Strike either (a) or (b) enter complete date.)

(a) Month to month beginning on August 1 2020 or

(b) For a term of 1 months beginning on _____

and ending on _____

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.

UTILITIES:	Check if paid by:	Landlord	Tenant
Electricity			☒
Gas			☒
Heat			☒
Air Conditioning			☒
Sewer/Water		☒	
Hot Water		☒	
Trash		☒	
Other <u>cable/internet</u>		☒	☒

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows: