



WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704

Wisconsin REALTORS Association

# RENTAL APPLICATION

LANDLORD: Mary Zumstein, David Zumstein

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

MANAGER: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

## UNIT INFORMATION

**This is NOT a lease or a rental agreement.**

The Undersigned hereby makes application to rent apartment / Unit / number #104 located at 4326 Melody Ln  
Madison WI 53704 Monthly rent \$ \_\_\_\_\_ Lease term \_\_\_\_\_

☐ Earnest Money Paid \$ \_\_\_\_\_ ☐ Credit Check Fee \$ \_\_\_\_\_ ☐ Security Deposit \$ \_\_\_\_\_

## APPLICANT INFORMATION

[Each Co-Applicant (named tenant) must complete a separate *Rental Application*]

Full Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_ Work Phone \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Emergency Contact: \_\_\_\_\_

\_\_\_\_\_ Pets to Occupy Unit (Number and Kind) \_\_\_\_\_

| Names of Other Persons (Non-Applicants) to Occupy Unit: | Social Security Number: | Birth date if Under 18: |
|---------------------------------------------------------|-------------------------|-------------------------|
| 1.                                                      |                         |                         |
| 2.                                                      |                         |                         |
| 3.                                                      |                         |                         |

## APPLICANT'S RENTAL HISTORY

[For the last 3 years]

Have you ever failed to pay rent when due? ☐ Yes ☐ No

Have you ever been evicted? ☐ Yes ☐ No

CURRENT ADDRESS \_\_\_\_\_ Rent \$ \_\_\_\_\_

Since (date) \_\_\_\_\_ Landlord \_\_\_\_\_ Phone \_\_\_\_\_

PREVIOUS ADDRESS \_\_\_\_\_ Rent \$ \_\_\_\_\_

How long? \_\_\_\_\_ Landlord \_\_\_\_\_ Phone \_\_\_\_\_

## APPLICANT'S EMPLOYER & INCOME

PRESENT EMPLOYER \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Since (date) \_\_\_\_\_ Monthly Pay \$ \_\_\_\_\_ Position \_\_\_\_\_

PREVIOUS EMPLOYER \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ How long? \_\_\_\_\_ Monthly Pay \$ \_\_\_\_\_ Position \_\_\_\_\_

Wisconsin REALTORS Association, 4801 Forest Run Road Madison, WI 53704  
Phone: 608-241-2047 Fax: \_\_\_\_\_

|                         |         |                                                                                                                               |        |
|-------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------|--------|
| OTHER SOURCES OF INCOME |         | You do NOT have to reveal alimony, child support or spouse's annual income unless you want it considered in this application. |        |
| Amount:                 | Source: | Confirmation Person:                                                                                                          | Phone: |
| 1.                      |         |                                                                                                                               |        |
| 2.                      |         |                                                                                                                               |        |

|                                      |                                                                                              |
|--------------------------------------|----------------------------------------------------------------------------------------------|
| <b>APPLICANT'S CREDIT REFERENCES</b> | Have you ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--------------------------------------|----------------------------------------------------------------------------------------------|

|                    |                       |                           |
|--------------------|-----------------------|---------------------------|
| Banks:             | City & State:         | Type & Number of Account: |
| 1.                 |                       |                           |
| 2.                 |                       |                           |
| Credit References: | Address and/or Phone: |                           |
| 1.                 |                       |                           |
| 2.                 |                       |                           |

COMMENTS: \_\_\_\_\_

|                                                             |
|-------------------------------------------------------------|
| <b>PLEASE READ THIS CAREFULLY AND SIGN THIS APPLICATION</b> |
|-------------------------------------------------------------|

The purpose of this application is to determine whether I qualify as a tenant. If my application is approved, the Landlord and I shall sign a written lease or rental agreement. The Landlord and I have no rental agreement until the time that the lease or written rental agreement is signed.

I have paid the earnest money deposit and credit report fee indicated on this application. The earnest money deposit will be applied to my security deposit or my first month's rent if the Landlord enters into a lease or rental agreement with me. If this application is approved, and I fail to enter into a lease or rental agreement, the earnest money and any subsequent payments may be retained to compensate the Landlord's costs and damages, subject to the Landlord's duty to mitigate. The earnest money and any subsequent payments will be refunded to me by the end of the next business day if: (1) this application is rejected, or withdrawn before approval; or (2) if the Landlord takes no action on this application by the end of the 21st day following the Landlord's receipt of the earnest money. The credit report fee is nonrefundable.

I hereby authorize the Landlord and Manager to investigate my credit and financial responsibility, income, rental and eviction history, and the statements made in this application, and to obtain a consumer credit report on me from a consumer reporting agency that compiles and maintains files on consumers on a nationwide basis. My performance under any lease or rental agreement that I may enter into with the Landlord may be reported to such reporting agency.

I acknowledge that the Manager and the agents and employees thereof represent the interests of the Landlord, but they also have a duty to treat all parties fairly and in accordance with fair housing law, and to disclose material adverse facts about the property.

I was given the opportunity to review a sample lease or rental agreement, and the Landlord's rules and regulations. I warrant and represent that I am at least 18 years of age and that all statements herein are true and correct, to the best of my knowledge.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

|                                     |       |                                          |                                                                   |
|-------------------------------------|-------|------------------------------------------|-------------------------------------------------------------------|
| FOR OFFICE USE ONLY                 |       | Date Received _____                      | <input type="checkbox"/> Accepted <input type="checkbox"/> Denied |
| Income: <input type="checkbox"/>    | _____ | Credit Report: <input type="checkbox"/>  | _____                                                             |
| Evictions: <input type="checkbox"/> | _____ | Rental History: <input type="checkbox"/> | _____                                                             |
| Other: <input type="checkbox"/>     | _____ | References: <input type="checkbox"/>     | _____                                                             |
|                                     |       |                                          | Notified: _____                                                   |



## RESIDENTIAL LEASE

This 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):** \_\_\_\_\_

**List other occupants who are not tenants, such as minor children, in Special Conditions.**

**LANDLORD:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**LANDLORD'S AGENT** for maintenance, management, service of process and collection of rent -  
(Note in "Special Conditions" if more than one agent): \_\_\_\_\_

**Address:** \_\_\_\_\_

### PREMISES

**Street Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Apartment/Unit/No.:** \_\_\_\_\_

### RENTAL TERM

**First Day of Term:** \_\_\_\_\_ **Last Day of Term:** \_\_\_\_\_

This Lease 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.

### RENT

**Rent Amount \$** \_\_\_\_\_ **per** \_\_\_\_\_ **due on or before the**  
\_\_\_\_\_ **day of each** \_\_\_\_\_. Rent checks shall be made payable  
to (Landlord) (Landlord's Agent) **STRIKE ONE** and mailed or delivered to (Landlord)  
(Landlord's Agent) **STRIKE ONE**. **ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY  
AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS  
LEASE.**

### UTILITIES

In addition to Rent, Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows: **CHECK AND COMPLETE AS APPLICABLE**

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

\* Explain in Special Conditions or in an addendum if additional room is needed.

**Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Lease.**

**SECURITY DEPOSIT** Tenant shall pay a security deposit in the amount of \$ \_\_\_\_\_ upon execution of this Lease, to be held by \_\_\_\_\_.

Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant vacates the Premises as established in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

### SPECIAL

### CONDITIONS

---

---

---

---

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CHECK-IN SHEET</b>                                 | Tenant acknowledges when Tenant commences occupancy of the Premises, Landlord must provide a check-in sheet that Tenant may use to comment about the condition of the Premises. Tenant has seven days from the date Tenant commences occupancy to complete the check-in sheet and return it to Landlord.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>LANDLORD'S RIGHT TO ENTER</b>                      | Landlord may enter the Premises, at reasonable times with at least 12 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>MITIGATION</b>                                     | 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 Lease 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>PERSONAL PROPERTY</b>                              | Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)]. |
| <b>SALE OF PREMISES</b>                               | Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Lease.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>LEAD-BASED PAINT PROVISIONS</b>                    | (If Premises is "target property" constructed before 1978) Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the <i>Protect Your Family From Lead In Your Home Pamphlet</i> (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify the Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>TENANT RULES &amp; OBLIGATIONS RESIDENTIAL USE</b> | During the term of this Lease, 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: <ol style="list-style-type: none"> <li>1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.</li> <li>2. To NOT make or permit use of the Premises for any purpose that will injure the reputation of the Premises or the building of which they are a part.</li> <li>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 the property and casualty insurance policies on the Premises and the building wherein the Premises are located.</li> </ol>                                                                                                                                                                                                                                                                                                                                  |
| <b>NOISE</b>                                          | 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. However, neither this provision nor any other provision in this Lease or in Landlord's rules authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime on or near the Premises if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>PETS</b>                                           | 5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GOVT. REG.</b>                                     | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>MAINTENANCE</b>                                    | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>SUFFICIENT HEAT</b>                                | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>IMPROVEMENTS</b>                                   | 9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit 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.

**GUESTS**

10. To NOT permit any guest or invitee to reside in the Premises for more than three consecutive days without prior written consent of Landlord.

**NEGLIGENCE**

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.

**SUBLETTING**

12. To NOT assign this Lease, sublet the Premises or engage in any other short-term or vacation rentals of 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 Lease.

**VACATION OF PREMISES**

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.

**CRIMINAL ACTIVITY**

14. To NOT engage in, or allow any guest or invitee to engage in, any criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants, persons residing in the immediate vicinity of the Premises, or Landlord or an agent or employee of Landlord; and to NOT engage in any drug-related criminal activity on or near the Premises. Such conduct may result in Tenant's immediate eviction upon 5 days' notice. However, neither this provision nor any other provision in this Lease or in Landlord's rules authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime on or near the Premises if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

**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. Any failure by Tenant to comply with the rules is a breach of this Lease.

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

(1) As provided in § 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

- (a) A person who was not the tenant's invited guest.
- (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
  - 1. Sought an injunction barring the person from the premises.
  - 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in § 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

**DAMAGE BY CASUALTY**

If the Premises are damaged by fire, flood or other casualty to a degree that renders the Premises untenantable, 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 substantially deprived of normal use and occupancy of the Premises or the damage materially affects Tenant's health or safety, until the Premises are restored. If repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

**CODE VIOLATIONS AND CONDITIONS AFFECTING HABITABILITY**

Unless disclosed to Tenant before entering this Lease and accepting any earnest money or security deposit, or stated in Special Conditions or an Attachment to this Lease: (1) Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected; and (2) none of the following conditions adversely affecting habitability are present on the Premises: 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°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions substantially hazardous to Tenant's health or safety or that create an unreasonable risk or personal injury through the reasonably foreseeable use of Premises by Tenant.

**SMOKE DETECTOR NOTICE** Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain any smoke detector on the Premises, or give Landlord written notice if a smoke detector is not functional. Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Landlord also shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law.

**ELECTRONIC COMMUNICATIONS** Landlord and Tenant agree to the use of electronic documents, email, and electronic signatures to the extent not prohibited by federal or Wisconsin law. Tenants must first consent electronically as required by federal law and provide their email addresses below. Landlord and Tenant agree that Landlord may provide the following electronically: (1) a copy of this Lease and any related attachment or document; (2) a security deposit and any documents related to the accounting or disposition of the security deposit and refund; (3) any promise made by Landlord prior to entering into this Lease to clean, repair, or otherwise improve the Premises; and (4) an advance notice to enter the Premises to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws and regulations. Default or eviction notices cannot be given electronically.

**AGENCY NOTICE** Tenant understands that any property manager, rental agent or employees thereof represent Landlord.

**SEX OFFENDER NOTICE** Tenant may obtain information about the Sex Offender Registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

**PROTECTION FOR VICTIM OF CRIME** No provision in this Lease or Landlord's rules and regulations or nonstandard rental provisions authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

**RETALIATION PROHIBITED** Nothing in this Lease, or Landlord's rules and regulations or nonstandard rental provisions allows Landlord to do, or threaten to do, any of the following solely because Tenant has contacted an entity for law enforcement services, health services, or safety services: Increase rent, decrease services, bring an action for possession of the Premises, or refuse to renew the Lease.

**SEVERABILITY** In accordance with Wis. Stat. § 704.02, if any provision of this Lease is rendered void or unenforceable, that provision is severed and does not affect or invalidate the other provisions of the Lease that can be given effect without the invalid provision. Should the entire Lease be deemed void and unenforceable, a periodic tenancy is created and Tenant holds possession as a periodic tenant under § 704.01(2) and pays rent on a periodic basis.

**SPECIAL  
CONDITIONS**

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

| ATTACHMENT                                | Check<br>✓ | ATTACHMENT                    | Check<br>✓ |
|-------------------------------------------|------------|-------------------------------|------------|
| Guarantee/Renewal/Assignment/Sublease     |            | Nonstandard Rental Provisions |            |
| Rules and Regulations                     |            | Promises to Repair            |            |
| Smoke and Carbon Monoxide Detector Notice |            | Code Violations               |            |
| Lead-Based Paint Disclosure & Pamphlet    |            | Real Estate Agency Disclosure |            |
| Amendment                                 |            | Utilities Cost Allocation     |            |
| Other:                                    |            | Other:                        |            |

(x) \_\_\_\_\_  
Landlord's/Property Manager's Signature ▲ Print Name Here ► Date ▲

Landlord/Property Manager email address: \_\_\_\_\_

(x) \_\_\_\_\_  
Tenant's Signature & email address ▲ Print Name Here ► Date ▲

(x) \_\_\_\_\_  
Tenant's Signature & email address ▲ Print Name Here ► Date ▲

(x) \_\_\_\_\_  
Tenant's Signature & email address ▲ Print Name Here ► Date ▲

(x) \_\_\_\_\_  
Tenant's Signature & email address ▲ Print Name Here ► Date ▲

Copyright © 2024 by Wisconsin REALTORS® Association Drafted by: Attorney Debra Peterson Conrad  
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

## NONSTANDARD RENTAL PROVISIONS

Tenant must initial or sign each relevant provision. Landlord should sign at the bottom of this form.

1 Tenant must initial or sign each relevant paragraph regarding the rental agreement for: \_\_\_\_\_  
2 **4326 Melody Ln, #104, Madison, WI 53704** ("Premises").

### 3 UTILITIES PAYMENT UPON SURRENDER

4 In the event Tenant is responsible for payment of municipal utilities, Tenant agrees to pay said utilities in a timely  
5 manner, prior to any penalties being assessed, and to present a paid "final" receipt to Landlord. In the event Tenant  
6 does not pay said bills in a timely manner, or does not present a final receipt, when Tenant vacates the Premises,  
7 Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant specifically  
8 agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$20.00 for each utility  
9 provider Landlord must contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord  
10 to deduct any such amounts and charges from Tenant's security deposit.

11 Tenant Initials or Signature(s): \_\_\_\_\_  
▲ Date

### 12 PET DAMAGE

13 Tenant acknowledges Tenant is not authorized to have a pet on the Premises. In the event a pet enters the Premises at  
14 any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and  
15 odor) and pest extermination (e.g. fleas) expenses are considered Tenant damage, waste or neglect of the Premises,  
16 beyond normal wear and tear. Tenant agrees to pay costs of said carpet repair and/or exterminating, and specifically  
17 authorizes Landlord to deduct charges for same from Tenant's security deposit if Tenant does not pay before Tenant  
18 vacates the Premises and the security deposit is returned. Nothing herein shall be construed as an authorization for  
19 Tenant to keep a pet on the Premises without written permission.

20 Tenant Initials or Signature(s): \_\_\_\_\_  
▲ Date

### 21 AUTHORIZATION TO ENTER FOR REPAIRS

22 In the event Tenant requests maintenance or repair services inside the Premises, without specifying that Landlord must  
23 contact Tenant before performing such repairs or maintenance and without specifying a proposed time for maintenance  
24 or repair personnel to enter the unit, Tenant's request for such repairs or maintenance shall automatically be considered  
25 authorization for Landlord or its designated contractors to enter the Premises without further notice to Tenant as follows:

26 — CHECK LINE 27 OR 29 AND COMPLETE AS APPLICABLE —

27 ☐ Landlord's maintenance and repair personnel may enter the Premises during reasonable business hours, and  
28 within a reasonable time from when the repairs or maintenance are requested.

29 ☐ \_\_\_\_\_  
30

31 Tenant Initials or Signature(s): \_\_\_\_\_  
▲ Date

32 **OTHER** Specify: \_\_\_\_\_

33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_

41 Tenant Initials or Signature(s): \_\_\_\_\_  
▲ Date

42 **LANDLORD:** \_\_\_\_\_  
▲ Date

## RELATED STATUTES AND RULES

Page 2 of 2

### 43 **Wis. Stat. § 704.28 Withholding from and return of security deposits.**

44 (2) **NONSTANDARD RENTAL PROVISIONS.** Except as provided in sub. (3), a rental agreement may include one or  
45 more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for  
46 reasons not specified in sub. (1) (a) to (e). Any such nonstandard rental provisions shall be provided to the tenant in a  
47 separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify  
48 each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If  
49 the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed  
50 that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has  
51 agreed to it.

52 (3) **NORMAL WEAR AND TEAR.** This section does not authorize a landlord to withhold any amount from a security  
53 deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held  
54 responsible under applicable law.

55 (4) **TIMING FOR RETURN.** A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by  
56 the tenant, less any amounts that may be withheld under subs. (1) and (2), within 21 days after any of the following:

57 (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental  
58 agreement terminates.

59 (b) If the tenant vacates the premises or is evicted before the termination date of the rental agreement, the date on  
60 which the tenant's rental agreement terminates or, if the landlord re-rents the premises before the tenant's rental  
61 agreement terminates, the date on which the new tenant's tenancy begins.

62 (c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which  
63 the landlord learns that the tenant has vacated the premises or has been removed from the premises  
64 under s. 799.45(2).

### 65 **Wis. Admin. Code § ATCP 134.09 Prohibited practices.**

66 (2) **UNAUTHORIZED ENTRY.** (a) Except as provided under par. (b) or (c), no landlord may do any of the following:

67 1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to  
68 prospective tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time  
69 reasonably required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.

70 2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means  
71 at least 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter  
72 time period.

73 (b) Paragraph (a) does not apply to an entry if any of the following applies:

74 1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

75 2. A health or safety emergency exists.

76 3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from  
77 damage.

78 (c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling  
79 unit at reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the  
80 nonstandard provision, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which  
81 the landlord provides to the tenant. The landlord shall specifically identify and discuss the nonstandard provision with  
82 the tenant before the tenant enters into any rental agreement with the landlord. If the tenant signs or initials the  
83 nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that  
84 nonstandard provision with the tenant, and that the tenant has agreed to it.

85 Note: The separate written document under par. (b) may be pre-printed.

86 (d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who  
87 may be present in the dwelling unit, and identifying himself or herself upon request.

88 Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is  
89 present in the dwelling unit, the landlord must then identify himself or herself upon request.

### 90 (4) **CONFISCATING PERSONAL PROPERTY.**

91 (a) No landlord may seize or hold a tenant's personal property, or prevent the tenant from taking possession of the  
92 tenant's personal property, except as authorized under s. 704.05(5), Stats., or a written lien agreement between the  
93 landlord and tenant.

94 (b) A lien agreement under par. (a), if any, shall be executed in writing at the time of the initial rental agreement. The  
95 landlord shall include the lien agreement in a separate written document entitled "NONSTANDARD RENTAL  
96 PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss the lien  
97 agreement with the tenant before the tenant enters into any rental agreement with the landlord. The lien agreement is  
98 not effective unless signed or initialed by the tenant.

### 99 **Wis. Stat. § 704.11 Lien of landlord.**

100 Except as provided in ss. 704.90 and 779.43 or by express agreement of the parties, the landlord has no right to a lien  
101 on the property of the tenant; the common-law right of a landlord to distrain for rent is abolished.

## ADDENDUM L TO LEASE - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

1 Addendum made part of the Lease or Rental Agreement dated 09/23/2026 for the Tenant (referred to in  
 2 the singular whether one or more, also referred to as lessee), \_\_\_\_\_,  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_ with respect to the Property at 4326 Melody Ln Madison WI 53704  
 5 \_\_\_\_\_ Wisconsin, unit/apt./number #104.

6 ■ **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips,  
 7 and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant  
 8 women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of lead-based paint and/or lead-based  
 9 paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### 10 ■ LANDLORD'S DISCLOSURES AND CERTIFICATION:

11 **(1) DISCLOSURE** (a) Landlord hereby represents that Landlord has no knowledge of any lead-based paint or lead based paint  
 12 hazards (see definitions at lines 98-102)(collectively referred to as LBP) present in or on the Property except:  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_

17 *(Explain the information known to Landlord, including any additional information available about the basis for the determination*  
 18 *that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none".)*

19 (b) Landlord hereby confirms that Landlord has provided the Tenant with the following records and reports which comprise all of the  
 20 reports and records available to Landlord pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_

24 *(Identify the LBP records and report(s) (e.g. LBP inspections, assessments, abatements, etc. - see definitions at lines 92-93, 96-97, &*  
 25 *103-108) furnished to Buyer, or indicate "none available".)*

26 **(2) CERTIFICATION:** The undersigned Landlord has reviewed the information above and certifies, to the best of Landlord's  
 27 knowledge, that the information provided by Landlord is true and accurate.

28 (X) Mary Zumstein David Zumstein 09/23/2026 09/23/2026  
 29 (Landlord's signatures) ▲ Print Name Here ► **Mary Zumstein, David Zumstein** (Date) ▲

### 30 ■ AGENT'S ACKNOWLEDGMENT AND CERTIFICATION:

31 **(1) ACKNOWLEDGMENT:** The agent(s) in this transaction hereby acknowledge that: (1) the Landlord was informed of his or her  
 32 obligations, detailed on page 2 of this Addendum, under the Federal LBP Law; and (2) they are aware of their duty to ensure  
 33 compliance with the requirements of Federal LBP Law.

34 **(2) CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their knowledge, that  
 35 that the information provided by them is true and accurate.

36 (X) Amy Vecellio Rothe 09/23/2026  
 37 (Agent's signature) ▲ Print Agent & Firm Names Here ► **Amy Vecellio Rothe Fathom Realty** (Date) ▲

38 (X) \_\_\_\_\_  
 39 (Agent's signature) ▲ Print Agent & Firm Names Here ► (Date) ▲

## Landlord Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, ss. 745.107, 745.110 & 745.113; and 24 CFR subtitle A, Part 35, Subpart H, ss. 35.88, 35.90 & 35.92, which are collectively referred to in this Addendum as Federal LBP Law.)

40 **DISCLOSURE REQUIREMENTS FOR LANDLORDS.** (a) The following activities shall be completed before the tenant is  
 41 obligated under any contract to lease target housing that is not otherwise an exempt transaction pursuant to Federal LBP Law.  
 42 Nothing in this section implies a positive obligation on the landlord to conduct any evaluation or reduction activities.

43 (1) Provide LBP Pamphlet to Tenant. The landlord shall provide the tenant with an EPA-approved lead hazard information  
 44 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-  
 45 001) or an equivalent pamphlet that has been approved for use in this state by EPA.

46 (2) Disclosure of Known LBP to Tenant. The landlord shall disclose to the tenant the presence of any known lead-based paint  
 47 and/or lead-based paint hazards in the target housing being leased. The landlord shall also disclose any additional information  
 48 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that  
 49 lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards,  
 50 and the condition of the painted surfaces.

51 (3) Disclosure of Known LBP & LBP Records to Agent. The landlord shall disclose to each agent the presence of any known  
 52 lead-based paint and/or lead-based paint hazards in the target housing being leased and the existence of any available  
 53 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The landlord shall also disclose any  
 54 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for  
 55 the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint  
 56 and/or lead-based paint hazards, and the condition of the painted surfaces.

57 (4) Provision of Available LBP Records & Reports to Tenant. The landlord shall provide the tenant with any records or  
 58 reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards in the target housing being  
 59 sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
 60 regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or  
 61 reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

62 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in paragraph (a) of this section occurs after  
 63 the tenant has provided an offer to lease the housing, the landlord shall complete the required disclosure activities prior to accepting  
 64 the tenant's offer to lease and allow the tenant an opportunity to review the information and possibly amend the proposed lease.

## 65 CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.

66 (a) Landlord requirements. Each contract to lease target housing shall include an attachment or within the lease the following  
 67 elements, in the language of the lease contract (e.g., English, Spanish):

68 (1) Lead Warning Statement. A lead warning statement with the following language:  
 69 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if  
 70 not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-  
 71 1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees  
 72 must also receive a federally approved pamphlet on lead poisoning prevention.

73 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the landlord disclosing the presence of  
 74 known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the  
 75 presence of lead-based paint and/or lead-based paint hazards. The landlord shall also provide any additional information  
 76 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that  
 77 lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based  
 78 paint hazards, and the condition of the painted surfaces.

79 (3) List of Available LBP Records & Reports Provided to Tenant. A list of any records or reports available to the landlord  
 80 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the tenant. If no such  
 81 records or reports are available, the landlord shall so indicate.

82 (4) Tenant Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the tenant affirming receipt  
 83 of the information set out in paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required  
 84 under Federal LBP Law.

85 (5) Agent Certification. When any agent is involved in the transaction to lease target housing on behalf of the landlord, a statement that:

- 86 (i) The agent has informed the landlord of the landlord's obligations under Federal LBP Law; and
- 87 (ii) The agent is aware of his or her duty to ensure compliance with the requirements of this subpart.

88 (6) Signatures. The signatures of the landlords, agents, and tenants certifying to the accuracy of their statements to the  
 89 best of their knowledge, along with the dates of the signatures.

## 90 OTHER DEFINITIONS:

91 *Available* means in the possession of or reasonably obtainable by the landlord at the time of the disclosure.92 *Abatement* means the permanent elimination of lead hazards by methods such as removing, replacing, encapsulating,  
93 containing, sealing or enclosing lead-based paint with special materials, in conformance with any requirements stated in any applicable law.94 *Common area* means a portion of a building generally accessible to all residents/users including, but not limited to, hallways,  
95 stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.96 *Inspection* means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
97 of a report explaining the results of the investigation.98 *Lead-based paint* means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
99 centimeter or 0.5 percent by weight.100 *Lead-based paint hazard* means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
101 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
102 that would result in adverse human health effects as established by the appropriate Federal agency.103 *Risk assessment* means an on-site investigation to determine and report the existence, nature, severity, and location of  
104 lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and history of  
105 the housing and occupancy by children under 6; (2) visual inspection; (3) limited wipe sampling or other environmental sampling  
106 techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.107 *Target housing* means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities  
108 (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.109 ■ **RESTRICTIONS ON ACTIVITIES WHICH DISTURB LBP**110 Tenant, Tenant's guests and any other occupant are prohibited from disturbing paint and performing lead-based paint  
111 activities on the Property without proper State of Wisconsin Certification.112 ■ **TENANT'S ACKNOWLEDGMENT AND CERTIFICATION:**113 **(1) EPA LEAD HAZARD INFORMATION PAMPHLET:** If Buyer has provided electronic consent, a copy of the LBP pamphlet,  
114 *Protect Your Family from Lead in Your Home*, may be found at [https://www.epa.gov/lead/protect-your-family-lead-your-home-](https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure)  
115 [real-estate-disclosure](https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure).116 Note: More information about electronic consent can be found at <https://www.wra.org/ecommerce/>.117 **(2) ACKNOWLEDGMENT:** Tenant hereby acknowledges and certifies that Tenant has:

118 (a) received the Landlord's disclosures, reports and records concerning any known LBP in or on the Property; and

119 (b) received a lead hazard information pamphlet, such as *Protect Your Family from Lead in Your Home*, which was approved  
120 by the EPA.121 **(3) CERTIFICATION:** The undersigned Tenants have reviewed the information above and certify, to the best of their  
122 knowledge, that the information provided by them is true and accurate.123 (X) \_\_\_\_\_  
124 (Tenants' signatures) ▲ Print Names Here ► (Date) ▲125 (X) \_\_\_\_\_  
126 (Tenants' signatures) ▲ Print Names Here ► (Date) ▲

## SMOKE AND CARBON MONOXIDE DETECTORS

1 This Notice is given with respect to the residential lease, rental contract or tenancy with respect to the Premises at \_\_\_\_\_  
2 **4326 Melody Ln, #104, Madison, WI 53704** \_\_\_\_\_ (state address and apartment/unit/room number).

*Smoke kills more people in residential fires than the flames. Smoke alarms detect the presence of smoke even before you can see it or smell it, especially when flames might not be in your line of sight.*

- 4 **SMOKE DETECTORS:** The building owner (Landlord) shall install functional smoke detectors in the Premises and in  
5 any common areas, as required by law. If the occupant of such Premises (Tenant), or any government inspector, gives  
6 written notice to Landlord that a smoke detector is not functional, Landlord shall provide, within 5 days after receipt of  
7 the notice, any maintenance necessary to make that smoke detector functional.  
8 **Tenant Responsibilities:** Tenant shall maintain the smoke detectors in the Premises. Upon discovery that a smoke  
9 detector in the Premises requires maintenance, Tenant agrees to immediately either provide any maintenance  
10 necessary to make that smoke detector functional or provide Landlord with written notice regarding the required  
11 maintenance.

*Carbon monoxide is a gas created by incomplete burning of fuels. Carbon monoxide is colorless, odorless and tasteless, but highly toxic. It can build up over time, with unrecognized symptoms such as headaches, nausea, disorientation, or irritability eventually building to unconsciousness and fatal poisoning. Carbon monoxide alarms warn of the gas before it reaches dangerous levels. Examples of some carbon monoxide sources are garages, heaters, fireplaces, furnaces, appliances or cooking sources using coal, wood, oil, kerosene, or other fuels. Electric appliances are not carbon monoxide sources.*

- 12 **CARBON MONOXIDE DETECTORS:** The building owner (Landlord) shall install functional carbon monoxide (CO)  
13 detectors in the Premises and in any common areas, as required by law. Any CO detectors in the Premises shall be  
14 maintained by Landlord if the Premises is in a building with three or more units. If the occupant of such Premises  
15 (Tenant), or any government inspector, gives written notice to Landlord that a CO detector is not functional or has been  
16 removed, the Landlord shall repair or replace the nonfunctional or missing CO detector within 5 days after receipt of the  
17 notice.  
18 **Tenant Responsibilities:** shall maintain the CO detectors in the Premises if the Premises is in a one- or 2-  
19 family dwelling. Upon discovery that a CO detector in the Premises requires maintenance, Tenant agrees to  
20 immediately either provide any maintenance necessary to make that CO detector functional (if in a one- or 2-family  
21 dwelling) or provide Landlord with written notice regarding the required maintenance.

- 22 **READING/UNDERSTANDING:** By signing and dating below, each Tenant acknowledges they have received and  
23 carefully read this Notice.

24 (X) \_\_\_\_\_  
25 Tenant's Signature ▲ Print Name ► Date ▲

26 (X) \_\_\_\_\_  
27 Tenant's Signature ▲ Print Name ► Date ▲

28 (X) \_\_\_\_\_  
29 Tenant's Signature ▲ Print Name ► Date ▲

0 (X) \_\_\_\_\_  
31 Tenant's Signature ▲ Print Name ► Date ▲

32 (X) \_\_\_\_\_  
Landlord/Agent's Signature ▲ Print Name Here ► Date ▲

## EXCERPTS FROM SMOKE AND CARBON MONOXIDE DETECTOR STATUTES

### **Smoke Detectors for Residential Buildings with Three or More Residential Units -- Wis. Stat. § 101.145 Smoke detectors.**

(2) APPROVAL. A smoke detector required under this section shall be approved by Underwriters Laboratories, Inc. or an independent product safety certification organization.

(3) INSTALLATION AND MAINTENANCE. (a) The owner of a residential building shall install any smoke detector required under this section according to the directions and specifications of the manufacturer of the smoke detector.

(b) The owner of a residential building shall maintain any such smoke detector that is located in a common area of that residential building.

(c) The occupant of a unit in a residential building shall maintain any smoke detector in that unit, except that if an occupant who is not an owner, or a state, county, city, village or town officer, agent or employee charged under statute or municipal ordinance with powers or duties involving inspection of real or personal property, gives written notice to the owner that a smoke detector in the unit is not functional the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.

(4) REQUIREMENT. The owner of a residential building the initial construction of which is commenced before, on or after May 23, 1978, shall install and maintain a functional smoke detector in the basement and at the head of any stairway on each floor level of the building and shall install a functional smoke detector either in each sleeping area of each unit or elsewhere in the unit within 6 feet of each sleeping area and not in a kitchen.

### **Smoke Detectors for One- and 2-Family Dwellings -- Wis. Stat. § 101.645 Smoke detectors.**

(2) APPROVAL AND INSTALLATION. A smoke detector required under this section shall be approved and installed as required under s. 101.145(2) and (3)(a). See lines 35-38 above, and "Smoke Detectors Save Lives: One and Two Family Dwellings," at

<https://dsps.wi.gov/Documents/Programs/SmokeAlarms12FamilyHomes.pdf>.

(3) REQUIREMENT. The owner of a dwelling shall install a functional smoke detector in the basement of the dwelling and on each floor level except the attic or storage area of each dwelling unit. The occupant of such a dwelling unit shall maintain any smoke detector in that unit, except that if any occupant who is not the owner, or any state, county, city, village or town officer, agent or employee charged under statute or municipal ordinance with powers or duties involving inspection of real or personal property, gives written notice to the owner that the smoke detector is not functional the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.

### **Carbon Monoxide Detectors for Residential Buildings with Three or More Residential Units -- Wis. Stat. § 101.149 Carbon monoxide detectors.**

(2) INSTALLATION REQUIREMENTS. Review the statutory installation requirements at <https://docs.legis.wisconsin.gov/statutes/statutes/101/1/149>, the Wis. Admin. Code § SPS 362.0915 rules at

[https://docs.legis.wisconsin.gov/code/admin\\_code/sps/safety\\_and\\_buildings\\_and\\_environment/361\\_366/362/0915](https://docs.legis.wisconsin.gov/code/admin_code/sps/safety_and_buildings_and_environment/361_366/362/0915) and Carbon Monoxide Detector Locations at <https://dsps.wi.gov/Documents/Programs/CommercialBuildings/MinimumCarbonMonoxideDetectorLocations.pdf>.

(3) MAINTENANCE REQUIREMENTS. (a) The owner of a residential building shall reasonably maintain every carbon monoxide detector in the residential building in the manner specified in the instructions for the carbon monoxide detector.

(am) If any person certified under s. 101.12 (4) or 101.14 (4r) [fire inspectors] gives written notice to an owner of a residential building that a carbon monoxide detector in the residential building is not functional, the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that carbon monoxide detector functional.

(b) An occupant of a unit in a residential building may give the owner of the residential building written notice that a carbon monoxide detector in the residential building is not functional or has been removed by a person other than the occupant. The owner of the residential building shall repair or replace the nonfunctional or missing carbon monoxide detector within 5 days after receipt of the notice.

(4) TAMPERING PROHIBITED. No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide detector, except in the course of inspection, maintenance, or replacement of the detector.

(5) EXCEPTIONS. Subsections (2) and (3) do not apply to the owner of a residential building if the residential building satisfies any of the following:

(b) All of the fuel-burning appliances in the residential building have sealed combustion units that are covered by the manufacturer's warranty against defects.

(c) All of the fuel-burning appliances in the residential building have sealed combustion units that are inspected as provided in the rules promulgated by the department under sub. (6)(b) or in the rules promulgated by the department under s. 97.625(1)(am).

### **Carbon Monoxide Detectors for One- and 2-Family Dwellings -- Wis. Stat. § 101.647 Carbon monoxide detectors.**

(2) INSTALLATION AND SAFETY CERTIFICATION. The owner of a dwelling shall install any carbon monoxide detector required under this section according to the directions and specifications of the manufacturer of the carbon monoxide detector. A carbon monoxide detector required under this section shall bear an Underwriters Laboratories, Inc., listing mark and may be a device that is combined with a smoke detector.

(3) REQUIREMENTS. (a) The owner of a dwelling shall install a functional carbon monoxide detector in the basement of the dwelling and on each floor level except the attic, garage, or storage area of each dwelling unit. A carbon monoxide detector wired to the dwelling's electrical wiring system shall have a backup battery power supply. Except as provided under par. (b), the occupant of the dwelling unit shall maintain any carbon monoxide detector in that unit. This paragraph does not apply to the owner of a dwelling that has no attached garage, no fireplace, and no fuel-burning appliance.

(am)1. If the building permit for the initial construction of a dwelling was issued on or after February 1, 2011, and the electrical service for the dwelling is provided by a public utility, as defined in s. 196.01(5), the owner of the dwelling shall install each carbon monoxide detector required under par. (a) so that it is powered by the dwelling's electrical wiring system, except as provided under subd. 2.

2. The requirement that each carbon monoxide detector be installed in the manner provided under subd. 1. does not apply to a dwelling if the dwelling, when initially constructed, had no attached garage, no fireplace, and no fuel-burning appliance.

(b) If any occupant who is not the owner of a dwelling, or any person authorized by state law or by city, village, town, or county ordinance or resolution to exercise powers or duties involving inspection of real or personal property, gives written notice to the owner that the carbon monoxide detector is not functional, the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that carbon monoxide detector functional.