Form 19 Residential Rental Agreement

WLBC

RESIDENTIAL RENTAL AGREEMENT

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

TENANT: (1 adults and 2 children) **LANDLORD:** Modern City Development

Tenant 1 Kimberly Williams Tenant 2 _____

Tenant 3 _____ Tenant 4 _____

Additional occupants under the age of eighteen (18) residing in the Premises: _____

PREMISES: Building Address: 2230 N. 41st Street, Milwaukee WI 53208

TERM: *Choose either option (a) or (b)*

☐ (a) For a term of _____ months beginning on _____ at 12 noon and ending on _____ at 12 noon; or

☒ (b) Month-to-month tenancy beginning on 7-1-24 at 12 noon and continuing until terminated (at 12 noon).

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. See section labeled "Notice to Vacate".*

Tenant agrees to pay the following amounts: **Rent** $ 950 Parking (1) $ _____ Parking (2) $ _____ Storage $ _____ Pet Rent $ _____

Other $ [redacted] for [redacted] for the **TOTAL SUM OF** $ 950

per month to be received by the 1st day of each month. If rent is received after the 5 day, Tenant shall pay a late fee of $ 100

RENT: made payable to Modern City Development at Waterstone Bank Acct # 1817 or [redacted]

AGENT for collection of rents: Saul Ruiz Phone: 414-810-5848

Address: N1901 County Road GW, Cedar Grove WI Email: _____

AGENT for service of process: Saul Ruiz Phone: _____

Address: N1901 County Road GW, Cedar Grove WI Email: _____

AGENT for management and maintenance: Saul Ruiz Phone: _____

Address: N1901 County Road GW, Cedar Grove WI Email: _____

Rent may be paid by the following methods: ☐ Personal Check ☒ Money Order ☒ Certified or Cashier's Check ☒ Direct Withdrawal ☐ ACH ☐ Other

Charges incurred by 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 Agreement.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement.

UTILITY CHARGES	Electric	Gas	Heat	Hot Water	Water & Sewer	Trash/Recycling
Landlord	☐	☐	☐	☐	☒	☒
Tenant(s)	☒	☒	☒	☒	☐	☐

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of $ 950 to be held by Landlord or 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 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 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for 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 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 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.

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 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 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 and/or defects charged against the 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 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 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. 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.

RULES: Landlord may make reasonable Rules and Regulations governing the use and occupancy of the Premises or the building in which it is located, common areas, and the surrounding grounds ("rental property"). Any failure by Tenant to substantially comply with the Rules and Regulations will be a breach of this Agreement. Landlord may amend the Rules and Regulations to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the Premises or rental property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the rental property of which it is a part. A copy of the Rules and Regulations, if applicable, have been given to Tenant at the time of the signing of this Agreement.

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

REPAIRS: Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

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

NON-WAIVER: Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Rental Agreement by Tenant.

CRIME VICTIM PROTECTIONS: Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

MODIFICATIONS AND TERMINATION: This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

SEVERABILITY OF RENTAL AGREEMENT PROVISIONS: The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

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

A Check-In/Check-Out sheet or similar must be provided by the Landlord and filled out by Tenant to be returned to Landlord within seven (7) days. This verifies the condition of the Premises upon occupancy as required by Wis. Stat. § 704.08.

SPECIAL PROVISIONS: NO dogs, No cats

Emergency Contact: Name Naudi Williams Phone 414-340-9513 Relationship Daughter

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.

See reverse side for additional provisions. →

OWNER / AGENT OF OWNER Signature _____ Print Name Saul Ruiz (date) 7-19-24

TENANT(S)

Signature _____ Print Name Kimberly Williams (date) 7-19-24

Signature _____ Print Name: _____ (date)

Signature _____ Print Name: _____ (date)

Signature _____ Print Name: _____ (date)

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